CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
March 19, 2024 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

A quorum of the City Council intends to be physically present at the aforementioned location.

The City Council may discuss, consider, and take action on any item listed on this agenda.

OPENING ITEMS

1. Invocation – Pastor Matt Koehler, Greenwood Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:

   3a. Presentation of The BTE Leadership Awards.

   3b. Presentation of Proclamation for “Midland Christian TAPPS 5A State Champions”.

   3c. Presentation of Proclamation for “ Junior Mayor for the Day”.

   3d. Presentation from Director of Finance Christy Weakland regarding Budget Forecast.

   3e. Presentation from Director of Engineering Gabe McClelland regarding potholes.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF FEBRUARY 27, 2024

5. 2024-046 – RESOLUTION DECLARING THE CITY'S EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2024-047 – RESOLUTION APPROVING A CONTRACT WITH HI-LITE AIRFIELD SERVICES LLC, THROUGH SOURCEWELL, FOR PAINTING MOBILIZATION, PAVEMENT MARKING, RETRO-REFLECTIVE TESTING, AND RUBBER MOBILIZATION AND REMOVAL SERVICES FOR A TOTAL COST OF $778,170.00 **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2024-048 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2024 CITYWIDE PAVEMENT MARKING PROJECT TO THE SOLE BIDDER, TRP CONSTRUCTION GROUP, LLC OF LUBBOCK, TEXAS, AT A TOTAL COST NOT TO EXCEED $250,000.00; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2024-049 – RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) KANN REFUSE TRUCK BODIES ON INTERNATIONAL CABS AND CHASSIS AND THREE (3) ROLL-OFF TRUCKS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR A TOTAL COST OF $2,662,827.65 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2024-050 – RESOLUTION APPROVING THE PURCHASE OF SIX (6) PICKUP TRUCKS WITH UPFITTING FROM CHASTANG ENTERPRISES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $652,834.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 2024-051 – RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,675,129.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 2024-052 – RESOLUTION AUTHORIZING THE PURCHASE OF A GENIE AERIAL LIFT FROM MEDLEY EQUIPMENT COMPANY FOR A TOTAL COST OF $183,000.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 2024-053 – RESOLUTION AWARDING A CONTRACT FOR SERVICES RELATING TO THE CREATION OR AMENDMENT OF TAX INCREMENT REINVESTMENT ZONES, THE CREATION OR AMENDMENT OF PUBLIC IMPROVEMENT DISTRICTS, AND ECONOMIC DEVELOPMENT CONSULTING TO DAVID PETTIT ECONOMIC DEVELOPMENT, LLC OF FORT WORTH, TEXAS, AT A TOTAL COST NOT TO EXCEED $180,000.00 PLUS REIMBURSABLE EXPENSES NOT TO EXCEED $7,500.00; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

13. 032-2024 – MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MAF AIRFIELD WILDLIFE FENCE IMPROVEMENT PROJECT, SAID PLANS AND

SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

14. 033-2024 – MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MAF WILDLIFE IMPROVEMENTS – SOUTH DRAINAGE PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

15. 034-2024 – MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MAF RECONSTRUCT ASPHALT AIR CARRIER APRON PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

16. 035-2024 – MOTION AUTHORIZING THE MAYOR AND THE CITY ATTORNEY TO EXECUTE AN ATP GRANT AGREEMENT IN ORDER TO RECEIVE AN ESTIMATED AMOUNT OF $2,800,00.00 FOR THE DESIGN WORK ASSOCIATED WITH THE REPLACEMENT AND MODERNIZATION OF THE HVAC AND RELATED SYSTEMS, RESTROOMS, AND PASSENGER SCREENING AREA AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT TERMINAL BUILDING **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

17. 036-2024 – MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INC.; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND; SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED SERVICES THROUGH THE USE OF CITY-OWNED PROPERTY AND FACILITIES **(DISTRICT: ALL) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

18. 2024-054 – RESOLUTION GRANTING VARIANCES FOR THREE OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 931 FEET AND 959 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,882 FEET AND 1,910 FEET SOUTH OF WEST LOOP 250 NORTH); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT **(DISTRICT 3) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

19. 037-2024 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF PAVILION PARK ADDITION, SECTION 15, BEING A REPLAT OF A 90.60-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND A PLAT OF A 10-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY MIDLAND COUNTY TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 1,155 FEET WEST OF NORTH FAIRGROUNDS ROAD) **(DISTRICT 1) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

20. 2024-055 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MIDLAND COUNTY FOR SAID COUNTY TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO **(DISTRICT 2 AND 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

21. 038-2024 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND SPACE FORCE ASSOCIATION TEXAS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

22. 2024-056 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING CERTAIN AMENDMENTS TO THE GENERAL ORDERS OF THE MIDLAND POLICE DEPARTMENT; AND PROVIDING THAT THE CITY COUNCIL IS THE POLICYMAKING AUTHORITY OF THE CITY OF MIDLAND **(DISTRICT: NONE) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

23. 2024-057 – RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY TO THE STATE OF TEXAS AN APPROXIMATE 2.87-ACRE TRACT OF CITY-OWNED LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID CONVEYANCE BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS

TRANSPORTATION CODE **(DISTRICT 4) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

SECOND READINGS

24. 10494 – AN ORDINANCE VACATING AND ABANDONING A 0.027-ACRE PORTION OF FIREWHEEL ROAD RIGHT-OF-WAY AND NORTH FAIRGROUNDS ROAD RIGHT-OF-WAY LOCATED ADJACENT TO LOT 83, BLOCK 1, MOCKINGBIRD RIDGE, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF FIREWHEEL ROAD AND NORTH FAIRGROUNDS ROAD); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $11.92; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD FEBRUARY 27, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

25. 10495 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.61-ACRE TRACT OF LAND OUT OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 580 FEET WEST OF MANN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 27, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

26. 10496 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 14, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST WASHINGTON AND SOUTH CLAY STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 27, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

27. 10497 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 6.15-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST FRONT STREET AND NORTH ADAMS STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 27, 2024) **(DISTRICT 2)**

(DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

28. 10498 – AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS", CHAPTER 8, "DANGEROUS AND DILAPIDATED BUILDINGS", OF THE CITY CODE OF MIDLAND, TEXAS, BY CHANGING THE HEADING OF SAID CHAPTER 8 TO "SUBSTANDARD BUILDINGS", RECODIFYING SECTION 7, "ABATEMENT OF SUBSTANDARD BUILDINGS", AS SECTION 1, ESTABLISHING MINIMUM STANDARDS, ADDING SECTION 2, "ADDITIONAL AUTHORITY TO SECURE SUBSTANDARD BUILDINGS", SO AS TO ESTABLISH AN ALTERNATE PROCEDURE FOR SECURING A SUBSTANDARD BUILDING, ADDING SECTION 3, "PROHIBITING ENTRY INTO SUBSTANDARD BUILDINGS", SO AS TO AUTHORIZE THE BUILDING OFFICIAL TO PROHIBIT ENTRY INTO AND OCCUPANCY OF A SUBSTANDARD BUILDING, AND REMOVING CONFLICTING SECTIONS FROM SAID CHAPTER; PROVIDING FOR NOTICE AND A HEARING; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF APRIL 1, 2024; AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 27, 2024) **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

29. 10499 – AN ORDINANCE VACATING AND ABANDONING AN 897-SQUARE FOOT PORTION OF WEST TENNESSEE AVENUE RIGHT-OF-WAY AND A 925-SQUARE FOOT PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCK 8, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TENNESSEE AVENUE AND NORTH LORAINE STREET, AND AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH LORAINE STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $3,644.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

30. 10500 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 34, MELODY ACRES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ROBIN LANE, APPROXIMATELY 585 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES)**

MISCELLANEOUS

31. 10501 – AN ORDINANCE RELEASING FROM THE CITY OF MIDLAND'S EXTRATERRITORIAL JURISDICTION A 62.302-ACRE TRACT OF LAND, A 7.85-ACRE TRACT OF LAND, A 5.84-ACRE TRACT OF LAND, AND A 12.19-ACRE TRACT OF LAND, ALL OUT OF SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO GIVE NOTICE OF THIS RELEASE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

32. 039-2024 – DISCUSS AND TAKE ACTION ON OPPORTUNITIES TO SUPPORT THE EXPANSION OF PUBLIC RECREATIONAL FACILITIES WITHIN THE CITY OF MIDLAND TO ENHANCE THE QUALITY OF LIFE AND PLACE FOR THE COMMUNITY **(DISTRICT: NONE) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

33. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: NONE) (CITY SECRETARY)**

PUBLIC COMMENT

34. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

EXECUTIVE SESSION

35. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as permitted under the following sections of the Texas Government Code:

    a. Section 551.087, Deliberate Economic Development Negotiations

    a.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

    b. Section 551.072, Deliberation Regarding Real Property

    b.1. Discuss the purchase, exchange, lease or value of real property.

Respectfully Submitted,

Tommy Gonzalez

City Manager

MEETING ASSISTANCE INFORMATION: The Midland City Hall and Council Chamber are wheelchair accessible. If you need special assistance to participate in this meeting, please contact the City Secretary's Office at (432) 685-7430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

MIDLAND CITY COUNCIL
MINUTES
February 27, 2024

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., February 27, 2024.

Council Members present:	Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, John Norman
Council Members absent:	Jack Ladd
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz

The meeting was called to order at 10:01 a.m.

OPENING ITEMS

1. Invocation – Pastor Robb Foreman, Home Line Baptist Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF FEBRUARY 13, 2024

4. 2024-041 – RESOLUTION APPROVING A CONTRACT WITH DIGITAL MARKETS INC. D/B/A VISTA COM, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL, TO UPGRADE THE MIDLAND PUBLIC SAFETY COMMUNICATIONS EVENTIDE RECORDER FOR A TOTAL COST OF $317,354.00 **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

5. 2024-042 – RESOLUTION AUTHORIZING THE EXECUTION OF A THREE (3) YEAR SOLE-SOURCE CONTRACT FOR THE USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, MAINTENANCE SUPPORT, AND ASSOCIATED UPGRADES WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INCORPORATED FOR A TOTAL COST OF $405,840.00 **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

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6. 2024-043 – RESOLUTION APPROVING A CONTRACT WITH BERRY DUNN MCNEIL & PARKER, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR A HUMAN RESOURCES ASSESSMENT AND STRATEGIC PLAN CONSULTING SERVICES FOR A TOTAL COST OF $109,400.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2024-044 – RESOLUTION AUTHORIZING THE EXECUTION OF THE EIGHTH AMENDMENT TO THE INTERLOCAL MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS AND MIDLAND COUNTY HOSPITAL DISTRICT, DOING BUSINESS AS MIDLAND MEMORIAL HOSPITAL, FOR CERTAIN MEDICAL AND WELL-BEING SERVICES; SAID AMENDMENT ADJUSTING THE ANNUAL FEE TO $740,709.64 AND PROVIDING FOR THE HOSTING OF INFLUENZA CLINICS; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (ADMINISTRATIVE SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 026-2024 – MOTION AUTHORIZING THE ACCEPTANCE OF A DONATION CONSISTING OF FOUR (4) BASEBALL SCOREBOARDS VALUED AT $77,423.00 FROM THE MIDLAND JUNIOR BASEBALL ASSOCIATION AND NORTHERN LITTLE LEAGUE; SAID SCOREBOARDS TO BE INSTALLED AT THE BUTLER PARK BASEBALL FIELDS **(DISTRICT: 1) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

12. 029-2024 – MOTION APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND INTERFLIGHT GLOBAL CORPORATION FOR SERVICES RELATED TO THE PROCUREMENT OF NEW TENANTS FOR FACILITIES LOCATED AT THE SPACEPORT BUSINESS PARK **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

13. 030-2024 – MOTION APPROPRIATING AND TRANSFERRING THE SUM OF $418,729.55 FROM THE TIRZ FUND TO THE DOWNTOWN REVITALIZATION PROJECT **(DISTRICT 2) (ENGINEERING SERVICES) (QUALITY OF LIFE AND PLACE)**

14. 031-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-002) WITH CROWNQUEST OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

John Norman moved to approve Consent Agenda items 3 – 14, excluding items 8, 10 & 11; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None

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ABSENT: Ladd

The following item(s) were pulled from consent agenda and considered individually.

8. 025-2024 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 11 TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND PARKHILL, SMITH & COOPER, INC., DBA PARKHILL; SAID AMENDMENT PROVIDING THE FOLLOWING: (I) THE ADDITIONAL APPROPRIATION OF $62,020.00 TO THE RECONSTRUCT ASPHALT APRON BY TERMINAL BUILDING (#900393) PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; (II) THE ADDITIONAL APPROPRIATION OF $161,650.00 TO THE MAF AIRFIELD WILDLIFE FENCE IMPROVEMENTS (#900345) PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; (III) THE ADDITIONAL APPROPRIATION OF $646,065.00 TO THE AIRPARK ENTRANCE WAY ENHANCEMENT (#900212) PROJECT AT MIDLAND AIRPARK; (IV) THE ADDITIONAL APPROPRIATION OF $80,350.00 TO THE RECONSTRUCT RUNWAY 16R BLAST PAD, REMOVE RUNWAY 34L CONCRETE BLAST PAD AND ADD ASPHALT SHOULDERS TO RUNWAY 10 BLAST PADS (#900413) PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; (V) THE ADDITIONAL APPROPRIATION OF $26,750.00 TO THE MAF AIRFIELD WILDLIFE MANAGEMENT IMPROVEMENTS – SOUTH DRAINAGE CHANNEL (#900347) PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; (VI) THE ADDITIONAL APPROPRIATION OF $105,000.00 TO THE MAF MULTIFACILITY REHABILITATION PROJECT (#900308) AT MIDLAND INTERNATIONAL AIR & SPACE PORT; (VII) THE ADDITIONAL APPROPRIATION OF $485,200.00 TO THE NEW HANGAR DEVELOPMENT PROJECT (#900212) AT MIDLAND AIRPARK; AND (VIII) THE APPROPRIATION OF $77,100.00 TO THE TITLE VI PLAN AND COMMUNITY PARTICIPATION PLAN PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT

   Council Member Poole reported she is concerned about the last item on the amendment as there was a list for on-call engineers that was recently created which has not been utilized. This list would assist with the Parkhill, Smith & Cooper backlog.

   Assistant City Manager Jose Ortiz gave a brief overview of the item noting the process can be modifed so that it truly is an on-call process.

   Robin Poole moved to approve Motion No. 025-2024; seconded by John Norman.

   The motion passed by the following vote:
   AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
   NAY: None
   ABSTAIN: None
   ABSENT: Ladd

10. 027-2024 – MOTION AUTHORIZING THE ACCEPTANCE OF A DONATION CONSISTING OF A DECORATIVE SANTA CLAUS FIGURE FROM MISS CAYCE'S CHRISTMAS STORE

   Mayor Blong thanked Becky and Cathy from Miss. Cayce's for the work they have done for

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the community and for being a long time staple within the community.

Interim Community Services Director Laurie Williams reported that the decorative Santa Claus that was donated by Miss Cayce's is currently stored in a warehouse.

General Services Director Regina Stephenson reported the Santa Claus is still boxed up and on a pallet and is 77 inches tall.

Scott Dufford moved to approve Motion No. 027-2024; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

11. 028-2024 – MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; GREATER MIDLAND FOOTBALL LEAGUE; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INC.; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND; SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED SERVICES THROUGH THE USE OF CITY-OWNED PROPERTY AND FACILITIES.

Council Member Norman would like to defer this item in order to look more into the agreements.

John Norman moved to defer Motion No. 028-2024 to the next Council Meeting; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

SECOND READINGS

15. 10490 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, TSC DEVELOPMENT, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH STATE HIGHWAY 349, APPROXIMATELY 380 FEET NORTH OF TEJAS); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST

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READING HELD FEBRUARY 13, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10490.

Scott Dufford moved to approve the second and final reading of Ordinance No. 10490; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

16. 10491 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 5.53-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT, TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED APPROXIMATELY 300 FEET NORTHEAST OF HOMELAND DRIVE, AND APPROXIMATELY 520 FEET SOUTH OF WADLEY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 13, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10491.

Robin Poole moved to approve the second and final reading of Ordinance No. 10491; seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

17. 10493 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALLING ORDINANCE NO. 10434; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 13, 2024) **(DISTRICT 4) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10493

John Norman moved to approve the second and final reading of Ordinance No. 10493;

DRAFT

seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

18. 10494 – AN ORDINANCE VACATING AND ABANDONING A 0.027-ACRE PORTION OF FIREWHEEL ROAD RIGHT-OF-WAY AND NORTH FAIRGROUNDS ROAD RIGHT-OF-WAY LOCATED ADJACENT TO LOT 83, BLOCK 1, MOCKINGBIRD RIDGE, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF FIREWHEEL ROAD AND NORTH FAIRGROUNDS ROAD); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $11.92; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10494.

Mayor Blong opened the public hearing at 10:13 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10494; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

19. 10495 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.61-ACRE TRACT OF LAND OUT OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 580 FEET WEST OF MANN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10495.

Mayor Blong opened the public hearing at 10:14 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

DRAFT

Scott Dufford moved to approve the first of two readings of Ordinance No. 10495; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

20. 10496 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 14, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST WASHINGTON AND SOUTH CLAY STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10496.

Mayor Blong opened the public hearing at 10:15 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10496; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

21. 10497 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 6.15-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST FRONT STREET AND NORTH ADAMS STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10497.

Mayor Blong opened the public hearing at 10:16 a.m. There being no one present wishing

DRAFT

to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10497; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

MISCELLANEOUS

22. 2024-045 – RESOLUTION APPOINTING A BOARD MEMBER TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND DOWNTOWN PARK CONSERVANCY **(DISTRICT: 2) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

Robin Poole moved to appoint Traci Proctor to the Midland Downtown Park Conservancy Board; seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

23. 10498 – AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS", CHAPTER 8, "DANGEROUS AND DILAPIDATED BUILDINGS", OF THE CITY CODE OF MIDLAND, TEXAS, BY CHANGING THE HEADING OF SAID CHAPTER 8 TO "SUBSTANDARD BUILDINGS", RECODIFYING SECTION 7, "ABATEMENT OF SUBSTANDARD BUILDINGS", AS SECTION 1, ESTABLISHING MINIMUM STANDARDS, ADDING SECTION 2, "ADDITIONAL AUTHORITY TO SECURE SUBSTANDARD BUILDINGS", SO AS TO ESTABLISH AN ALTERNATE PROCEDURE FOR SECURING A SUBSTANDARD BUILDING, ADDING SECTION 3, "PROHIBITING ENTRY INTO SUBSTANDARD BUILDINGS", SO AS TO AUTHORIZE THE BUILDING OFFICIAL TO PROHIBIT ENTRY INTO AND OCCUPANCY OF A SUBSTANDARD BUILDING, AND REMOVING CONFLICTING SECTIONS FROM SAID CHAPTER; PROVIDING FOR NOTICE AND A HEARING; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF APRIL 1, 2024; AND ORDERING PUBLICATION **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10498.

Mayor Blong thanked staff for working on this so quickly.

DRAFT

Planning & Development Officer Elizabeth Triggs gave a presentation of the item reporting the streamlining processes for a safe and secure city with regard to securing substandard buildings.

Ms. Triggs reported on revising the existing ordinance for clarity and introduce new strategies to streamline the existing process and how this connects with the strategic goals.

Ms. Triggs also reported on the community impact by educating the community, building safety and redevelopment and the need to strengthen building safety codes.

Several Council Members had questions regarding enforcement of building safety, AirBnB's and the need to be proactive rather than reactive; which is covered in the presentation.

City Attorney John Ohnemiller gave examples of how to gain proper access into dilapidated buildings.

City Manager Tommy Gonzalez reported the biggest difference is making changes to the ordinance in order to secure the building faster.

Planning & Development Officer Elizabeth Triggs gave praise to the Cross-functional legal team who put this ordinance together.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10498; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

PUBLIC COMMENT

24. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

Shirley Howard, 405 Magnolia, thanked Council for all they do and reminded everyone that the Negro Business & Professional Women's Clubs of the Southwest District will be in town beginning March 15th at 6:00 p.m.

Ms. Howard would like to invite everyone to attend. Ms. Howard also reported she is in need of judges for the Western Night event.

EXECUTIVE SESSION

DRAFT

25. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as permitted under the following sections of the Texas Government Code:

Mayor Blong recessed the meeting to go into Executive Session at 10:40 a.m.

a. Section 551.074, Personnel Matters

a.1. Deliberate the employment, evaluation, and duties of the City Manager, City Attorney, City Secretary, Municipal Court Presiding Judge and the Municipal Court Associate Judge.

All the business at hand having been completed, the meeting adjourned at 11:50 a.m.

PASSED AND APPROVED March 19, 2024.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Christy Weakland, Director

Subject: RESOLUTION DECLARING THE CITY'S EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT (DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

To provide the ability to reimburse the City for expenditures for water & sewer construction costs spent in advance of issuing a tax free revenue bond.

Recommended City Council Action:

Approve

Fiscal Impact:

The maximum principal amount of obligations expected to be issued for Utility projects is $50,000,000.00.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This allows the City to move forward with water & sewer construction and rehab projects.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION DECLARING THE CITY'S EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

WHEREAS, the City of Midland, Texas (the "Issuer") intends to issue debt for improving and extending the Issuer's waterworks and sewer system (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; and

WHEREAS, the above and foregoing premises are found to be true and correct and are incorporated herein and made a part hereof for all purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT the Issuer reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $50,000,000.00.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 6

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH HI-LITE AIRFIELD SERVICES LLC, THROUGH SOURCEWELL, FOR PAINTING MOBILIZATION, PAVEMENT MARKING, RETRO-REFLECTIVE TESTING, AND RUBBER MOBILIZATION AND REMOVAL SERVICES FOR A TOTAL COST OF $778,170.00 (DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution awarding the execution of a contract for painting mobilization, pavement marking, retro-reflective testing, rubber removal mobilization, and rubber removal services for four (4) years from Hi-Lite Airfield Services LLC through Sourcewell contract #0110122-HLA for a total cost of $778,170.00 for the Airport Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Airport Operating Fund budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff recommends awarding the execution of a contract for painting mobilization, pavement marking, retro-reflective testing, rubber removal mobilization, and rubber removal services with Hi-Lite Airfield Services LLC through Sourcewell contract #0110122-HLA. We are members of

this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see attached memo from Justine Ruff, Director of Airports, for additional information.

Therefore, please consider a resolution awarding the execution of a contract for painting mobilization, pavement marking, retro-reflective testing, rubber removal mobilization, and rubber removal services with Hi-Lite Airfield Services LLC through Sourcewell contract #0110122-HLA for a total cost of $778,170.00.

Morris Williams Jr.

City Manager's Office

DATE: January 21, 2024

TO: Justine Ruff, Director of Airports

FROM: Michael Carrillo, Accounting Manager

SUBJECT: Hi-Lite Airfield Services

Midland International Air & Space Port uses several different vendors for Painting Mobilization, Pavement Marking, Retro-Reflective Testing, Rubber Removal Mobilization, and Rubber Removal. We will consolidate all these required tasks to one vendor, Hi-Lite Airfield Services, LLC, with a 4-year contract up starting FY24 through FY27. This will be a Sourcewell Contract 110122-HLA for $778,170.00

Fiscal Year	Contract	Amount
2024	Sourcewell Contract 110122-HLA	186,390.00
2025	Sourcewell Contract 110122-HLA	191,025.00
2026	Sourcewell Contract 110122-HLA	198,060.00
2027	Sourcewell Contract 110122-HLA	202,695.00
	Total	778,170.00

This contract will go to Council on March 19th.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH HI-LITE AIRFIELD SERVICES LLC, THROUGH SOURCEWELL, FOR PAINTING MOBILIZATION, PAVEMENT MARKING, RETRO-REFLECTIVE TESTING, AND RUBBER MOBILIZATION AND REMOVAL SERVICES FOR A TOTAL COST OF $778,170.00

WHEREAS, Sourcewell is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Hi-Lite Airfield Services LLC has submitted a total proposed cost to the City of $778,170.00, through Sourcewell, for painting mobilization, pavement marking, retro-reflective testing, and rubber mobilization and removal services (the "*Services*"); and

WHEREAS, the City Council finds the cost proposed by Hi-Lite Airfield Services LLC for the performance of the Services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Hi-Lite Airfield Services LLC for the performance of the Services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract through Sourcewell with Hi-Lite Airfield Services LLC for the performance of the Services for a total cost of $778,170.00. Said contract being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Hi-Lite Airfield Services LLC in accordance with the terms of the above-referenced contract from funds available in the Airport Operating Fund budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND
SERVICE CONTRACT
 # 24003292

THIS CONTRACT, effective this 20 day of March 2024, by and between the City of Midland, hereinafter referred to as the "CITY" and Hi-Lite Airfield Services LLC, hereinafter referred to as the "COMPANY".

Projected Cost: $ 778,170.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in Exhibit A, which is incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in Exhibit A, attached hereto, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in Exhibit A, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT

OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND

EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of four (4) years commencing on March 20, 2024, and terminating on March 19, 2027 unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of one (1) additional year. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in Exhibit A.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Exhibit A.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY.

Hi-Lite Airfield Services LLC,
4816 Lena Road
Bradenton, Florida 34211

The above addresses may be changed at any time by providing written notice to the other party.

13. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

18. RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY

WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

20. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names

and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

22. **ASSIGNMENTS:** COMPANY shall not, either directly or indirectly assign all or any part of this Contract or any interest, right, or privilege herein, without the prior consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **THIRD-PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third-party beneficiary. There is no third-party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a

partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

25. **CLEAN UP:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the Contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the Contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

26. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

27. **CONIDERATION:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **TERMINATION AT WILL:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **INSURANCE**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

30. **COMPLIANCE:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

31. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

33. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained

in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

35. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of Hi-Lite Airfield Services LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2024.

_____
Notary Public, State of _____

HI-LITE

Midland International Airport – LTM Sourcewell Proposal

Hi-Lite Airfield Services, LLC
4816 Lena Road
Bradenton, FL 34211

Attn: Chris Welch
Project City: Midland, TX

Bid Date: 01/26/24
Proposal #: 24-18330-P
Project Reference: Sourcewell Contract 110122-HLA
Completion Date: 12/31/24
Phone: (941) 713-2155

Item#	Description	Qty	Unit	$ / Unit	Price
P-620-Paint.MOB	2024 Painting Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-W.II.I	2024 Pavement Marking	225,000	SF	$ 0.69	$ 155,250.00
HLASAS	2024 Retro-Reflective Testing	1	EA	$ 4,500.00	$ 4,500.00
P-620-RR.MOB	2024 Rubber Removal Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-RR	2024 Rubber Removal	240,000	SF	$ 0.08	$ 19,200.00
P-620-Paint.MOB	2025 Painting Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-W.II.I	2025 Pavement Marking	225,000	SF	$ 0.71	$ 159,750.00
HLASAS	2025 Retro-Reflective Testing	1	EA	$ 4,635.00	$ 4,635.00
P-620-RR.MOB	2025 Rubber Removal Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-RR	2025 Rubber Removal	240,000	SF	$ 0.08	$ 19,200.00
P-620-Paint.MOB	2026 Pavement Marking Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-W.II.I	2026 Pavement Marking	225,000	SF	$ 0.73	$ 164,250.00
HLASAS	2026 Retro-Reflective Test	1	EA	$ 4,770.00	$ 4,770.00
P-620-RR.MOB	2026 Rubber Removal Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-RR	2026 Rubber Removal	240,000	SF	$ 0.09	$ 21,600.00
P-620-Paint.MOB	2027 Pavement Marking Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-W.II.I	2027 Pavement Marking	225,000	SF	$ 0.75	$ 168,750.00
HLASAS	2027 Retro-Reflective Test	1	EA	$ 4,905.00	$ 4,905.00
P-620-RR.MOB	2027 Rubber Removal Mobilization	1	EA	$ 3,720.00	$ 3,720.00

HI-LITE AIRFIELD SERVICES, LLC
4816 Lena Road
Bradenton, FL 34211
315.583.6111
www.hi-lite.com

P-620-RR	2027 Rubber Removal	240,000	SF	$ 0.09	$ 21,600.00

Total: $ 778,170.00

Project Description: Midland Long Term Markings & Rubber Removal Maintenance

Remarks:

Pricing per Sourcewell Contract 110122-HLA

Price Includes (1) Mobilization per year for all work to be completed
Any additional mobilizations will be charged at $3,720.00 per occurrence
Paint:
TT-P-1952F Type II Waterborne Paint
Beads:
TT-B)1325D Type I Reflective Media

- No Marking Removal included
- No Temporary Markings included
- Quoted quantities are estimates only. Actual quantities will be field measured and verified for invoicing
- Owner to provide adequate water source and dump site for solid/liquid debris
- Surface must be clean and free of FOD prior to painting
- No surface preparation will be performed outside Hi-Lite's scope of work. Hi-Lite will not be responsible for cleaning other contractor's/construction debris
- All barricades, traffic control, set up, and tear down provided by others
- All work must be performed in dry weather, with acceptable temperatures, if our warranty is to be in effect
- Stand-by time caused by others will be billed at $500/hour
- Hi-Lite will not be liable for any liquidated damages due to time constraints caused by others
- Minimum of 10 days' notice required for scheduling
- Any changes to the Plans & Specifications herein that affects Hi-Lite's work will require a reevaluation of the price
- If quantities are altered more than 15% in any year, Hi-Lite will reserve the right to adjust pricing
- No retainage to be held on this contract. Payment terms to be net 30 days
- If a Payment and Performance Bond is requested, add 2% to the total price

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (30) Days. If you need further information please contact: PJ Mills - VP of Marketing & Business Development, (941) 713-2155, pj.mills@hi-lite.com

We Propose Hereby To Furnish Material and Labor in Accordance with Above Specifications For the Above Sum. Prices May Vary Slightly to Suit your Project's Particular Needs Such as Number of Mobilizations and Traffic Control. Acceptance Of This Proposal Is Only Valid in its Entirety. Note: This Proposal is Valid for 30 Days.

Date:_____ **Signature:**_____

Acceptance Of Proposal – The Above Prices, Specifications and Conditions Are Satisfactory and Hereby Accepted. You Are Authorized To Do The Work As Specified.

Date:_____ **Signature:**_____

HI-LITE AIRFIELD SERVICES, LLC
4816 Lena Road
Bradenton, FL 34211
315.583.6111
www.hi-lite.com

CITY OF MIDLAND
SERVICE CONTRACT
 # 24003292

THIS CONTRACT, effective this 20 day of March 2024, by and between the City of Midland, hereinafter referred to as the "CITY" and Hi-Lite Airfield Services LLC, hereinafter referred to as the "COMPANY".

Projected Cost: $ 778,170.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in Exhibit A, which is incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in Exhibit A, attached hereto, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in Exhibit A, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT

OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND

EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of four (4) years commencing on March 20, 2024, and terminating on March 19, 2027 unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of one (1) additional year. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in Exhibit A.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Exhibit A.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY.

Hi-Lite Airfield Services LLC,
4816 Lena Road
Bradenton, Florida 34211

The above addresses may be changed at any time by providing written notice to the other party.

13. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

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16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

18. RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY

WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

20. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names

and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

22. **ASSIGNMENTS:** COMPANY shall not, either directly or indirectly assign all or any part of this Contract or any interest, right, or privilege herein, without the prior consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **THIRD-PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third-party beneficiary. There is no third-party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a

partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

25. **CLEAN UP:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the Contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the Contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

26. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

27. **CONIDERATION:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **TERMINATION AT WILL:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **INSURANCE**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

30. **COMPLIANCE:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

31. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

33. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained

in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

35. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of Hi-Lite Airfield Services LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2024.

_____
Notary Public, State of _____

HI-LITE

Midland International Airport – LTM Sourcewell Proposal

Hi-Lite Airfield Services, LLC
4816 Lena Road
Bradenton, FL 34211

Attn: Chris Welch
Project City: Midland, TX

Bid Date: 01/26/24
Proposal #: 24-18330-P
Project Reference: Sourcewell Contract 110122-HLA
Completion Date: 12/31/24
Phone: (941) 713-2155

Item#	Description	Qty	Unit	$ / Unit	Price
P-620-Paint.MOB	2024 Painting Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-W.II.I	2024 Pavement Marking	225,000	SF	$ 0.69	$ 155,250.00
HLASAS	2024 Retro-Reflective Testing	1	EA	$ 4,500.00	$ 4,500.00
P-620-RR.MOB	2024 Rubber Removal Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-RR	2024 Rubber Removal	240,000	SF	$ 0.08	$ 19,200.00
P-620-Paint.MOB	2025 Painting Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-W.II.I	2025 Pavement Marking	225,000	SF	$ 0.71	$ 159,750.00
HLASAS	2025 Retro-Reflective Testing	1	EA	$ 4,635.00	$ 4,635.00
P-620-RR.MOB	2025 Rubber Removal Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-RR	2025 Rubber Removal	240,000	SF	$ 0.08	$ 19,200.00
P-620-Paint.MOB	2026 Pavement Marking Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-W.II.I	2026 Pavement Marking	225,000	SF	$ 0.73	$ 164,250.00
HLASAS	2026 Retro-Reflective Test	1	EA	$ 4,770.00	$ 4,770.00
P-620-RR.MOB	2026 Rubber Removal Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-RR	2026 Rubber Removal	240,000	SF	$ 0.09	$ 21,600.00
P-620-Paint.MOB	2027 Pavement Marking Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-W.II.I	2027 Pavement Marking	225,000	SF	$ 0.75	$ 168,750.00
HLASAS	2027 Retro-Reflective Test	1	EA	$ 4,905.00	$ 4,905.00
P-620-RR.MOB	2027 Rubber Removal Mobilization	1	EA	$ 3,720.00	$ 3,720.00

HI-LITE AIRFIELD SERVICES, LLC
4816 Lena Road
Bradenton, FL 34211
315.583.6111
www.hi-lite.com

P-620-RR	2027 Rubber Removal	240,000	SF	$ 0.09	$ 21,600.00

Total: $ 778,170.00

Project Description: Midland Long Term Markings & Rubber Removal Maintenance

Remarks:

Pricing per Sourcewell Contract 110122-HLA

Price Includes (1) Mobilization per year for all work to be completed
Any additional mobilizations will be charged at $3,720.00 per occurrence
Paint:
TT-P-1952F Type II Waterborne Paint
Beads:
TT-B)1325D Type I Reflective Media

- No Marking Removal included
- No Temporary Markings included
- Quoted quantities are estimates only. Actual quantities will be field measured and verified for invoicing
- Owner to provide adequate water source and dump site for solid/liquid debris
- Surface must be clean and free of FOD prior to painting
- No surface preparation will be performed outside Hi-Lite's scope of work. Hi-Lite will not be responsible for cleaning other contractor's/construction debris
- All barricades, traffic control, set up, and tear down provided by others
- All work must be performed in dry weather, with acceptable temperatures, if our warranty is to be in effect
- Stand-by time caused by others will be billed at $500/hour
- Hi-Lite will not be liable for any liquidated damages due to time constraints caused by others
- Minimum of 10 days' notice required for scheduling
- Any changes to the Plans & Specifications herein that affects Hi-Lite's work will require a reevaluation of the price
- If quantities are altered more than 15% in any year, Hi-Lite will reserve the right to adjust pricing
- No retainage to be held on this contract. Payment terms to be net 30 days
- If a Payment and Performance Bond is requested, add 2% to the total price

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (30) Days. If you need further information please contact: PJ Mills - VP of Marketing & Business Development, (941) 713-2155, pj.mills@hi-lite.com

We Propose Hereby To Furnish Material and Labor in Accordance with Above Specifications For the Above Sum. Prices May Vary Slightly to Suit your Project's Particular Needs Such as Number of Mobilizations and Traffic Control. Acceptance Of This Proposal Is Only Valid in its Entirety. Note: This Proposal is Valid for 30 Days.

Date:_____ **Signature:**_____

Acceptance Of Proposal – The Above Prices, Specifications and Conditions Are Satisfactory and Hereby Accepted. You Are Authorized To Do The Work As Specified.

Date:_____ **Signature:**_____

HI-LITE AIRFIELD SERVICES, LLC
4816 Lena Road
Bradenton, FL 34211
315.583.6111
www.hi-lite.com

City Council Meeting

Item Number: 7

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2024 CITYWIDE PAVEMENT MARKING PROJECT TO THE SOLE BIDDER, TRP CONSTRUCTION GROUP, LLC OF LUBBOCK, TEXAS, AT A TOTAL COST NOT TO EXCEED $250,000.00; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution authorizing the execution of a contract for FY 2024 Citywide Pavement Marking Project to TRP Construction Group, LLC. not to exceed $250,000.00 for the Traffic Operations Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Operating Fund budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for a FY 2024 Citywide Pavement Marking Contract. Eighty-three (83) request for bids were issued. We received a sole bid from TRP Construction Group, LLC. Staff recommends awarding a contract to TRP Construction Group, LLC. Please see the attached memo from Taha Sakrani, P.E.,

City Traffic Engineer, for additional information.

Therefore, please consider a resolution awarding a contract to TRP Construction Group, LLC. of Lubbock, Texas for a FY 2024 Citywide Pavement Marking Contract for an amount not to exceed $250,000.00.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez; City of Midland, Purchasing Manager

FROM: Taha Sakrani, P.E., City of Midland, City Traffic Engineer

SUBJECT: Award Recommendation – TRP Construction Group, LLC.

DATE: March 7, 2024

The Traffic Operation Division requested issuance of an On-Call Pavement Marking Contract to allow for the maintenance replacement of thermoplastic pavement markings on City streets, and also to allow for installation of new pavement markings on projects that need small quantities of markings following Transportation's surface treatment projects, such as mastic seal or hot-in-place asphalt paving.

This contract is structured such that the bidders have provided unit prices for a variety of types of pavement marking work. Artificial quantities have been assigned to each item for the purpose of calculating a total bid amount.

However, regardless of the total bid, the contract is to be awarded for an amount not to exceed $250,000 for the remainder of FY2024. The contractor will be assigned individual tasks and payment for each task will be based on the quantities of individual items actually used and the unit prices in the contract.

The TRP Construction Group, LLC. of Lubbock, Texas is the sole bidder, and therefore is the apparent low bidder. Staff is comfortable with the performance history of this contractor based on the information available, and recommends award to TRP Construction Group, LLC. ■

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2024 CITYWIDE PAVEMENT MARKING PROJECT TO THE SOLE BIDDER, TRP CONSTRUCTION GROUP, LLC OF LUBBOCK, TEXAS, AT A TOTAL COST NOT TO EXCEED $250,000.00; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Fiscal Year 2024 Citywide Pavement Marking Project (the "Project"); and

WHEREAS, Bid No. 24001690 was opened on February 14, 2024, with the sole bidder and the lowest responsible bidder being TRP Construction Group, LLC, of Lubbock, Texas ("Contractor"), having submitted a bid of $852,750.00 to establish unit prices as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $250,000.00; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Contractor for said Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost not to exceed $250,000.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract in an amount not to exceed $250,000.00

from funds available in the General Operating Fund Budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

City of Midland- Bid Tabulation

		24001690 Bid Tab **City Wide Pavement Marking** **Open:** February 14, 2024		TRP Construction Group, LLC 12101 Hwy 87 Lubbock TX. 79423 817-808-1466	
Items	QuantityRequired	Description	Unit	UnitPrice	TotalCost
1	100,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Long Line, 6" Wide	LF	$0.80	$80,000.00
2	200,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, Yellow Long Line, 6" Wide	LF	$0.80	$160,000.00
3	1,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Long Line, 8" Wide	LF	$1.50	$1,500.00
4	3,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Short Line, 24"Wide	LF	$9.00	$27,000.00
5	300	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, Yellow Short Line, 24" Wide	LF	$10.00	$3,000.00
6	5,000	Thermoplastic Pavement Marking, TxDOT Item 668 Marking Tape, White/Black Contrast Lane Line, 7" Wide, per TxDOT Detail CPM (1)- 14	LF	$10.00	$50,000.00
7	20,000	Thermoplastic Pavement Marking, TxDOT Item 668 Marking Tape, Yellow/Black Contrast Double Centerline, 12" wide or approved equa	LF	$20.00	$400,000.00
8	250	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Continental Crosswalk Bar, 16-24" wide by 6-8" long	EA	$100.00	$25,000.00
9	250	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Pavement Arrow	EA	$225.00	$56,250.00
10	5	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Pavement Word with up to 5 letters	EA	$400.00	$2,000.00
11	20	Thermoplastic Pavement Marking, TxDOT Item 666 or 668 Prefabricated, White Railroad Crossing Symbol, per TMUTCD Figure 8B-7 Part A	EA	$600.00	$12,000.00
12	4,000	Raised Pavement Marker, TxDOT Item 672 Type I-A, I-C, II-A-A, or II-C-R as per plans or City Instructions	EA	$6.00	$24,000.00
13	10,000	Eliminate Existing Pavement Markings and Markers, TXDOT Item 677, Linear Markings, 4" wide equivalent, Remove by Construction Methods 4.2 (Burn), 4.3 (Blasting), or 4.4 (Mechanically) O	LF	$1.00	$10,000.00
14	20	Eliminate Existing Pavement Markings and Markers, TxDOT Item 677, Arrow, Symbol or Word, Remove by Construction Methods 4.2 (Burn), 4.3 (Blasting), or 4.4 (Mechanical) Only	EA	$100.00	$2,000.00
			Total Cost		**$852,750.00**

Bidding Summary

67 Bid Requests were issued

1 Bids Listed above

0 No Bids Receivd

66 Bidders did not respond

0 Incomplete Proposasl

THE CITY OF MIDLAND

CONTRACT

Contract No. 24001690

THIS CONTRACT, effective the 20 day of March 2024, by and between the City of Midland, hereinafter referred to as "CITY", and TRP Construction Group, LLC hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost: Not to Exceed**: $ 250,000.00 DOLLARS

2. **Scope of Work:** COMPANY shall furnish materials and labor and perform all work described for the City Wide Pavement Marking in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **Term:** The initial term of the contract shall be from the date of award until March 19, 2025. If the City and Contractor agree in writing, the company may be renewed for up to two additional one-year terms. Each annual renewal will be in an amount not to exceed the amount shown in Section 1 above. The exact value of tasks assigned under the annual contract renewals, if any, shall be determined by the City based on available funds, as authorized by the City Council. In order to renew this contract, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this contract.

4. **City:** The words "CITY's Representative" or "representative" shall mean Gabriel McClelland or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

5. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in

accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

6. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

6.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

6.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

7. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

7.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

8. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance

with federal, state or municipal laws or regulations.

9. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF**

SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

10. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than calendar days after release to proceed.

11. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

12. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

13. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of

any payment to such extent as may be necessary to protect itself from loss on account of:

13.1. Defective work not remedied; or

13.2. Claims filed or reasonable evidence indicating possible filing of claims; or

13.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

13.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

14. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

15. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

15.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

16. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

17. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction does exceeds

ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL

PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice

by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

22. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

24. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, litigation or other action

arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information

regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

27. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

30. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

34. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of TRP Construction Group, LLC. , known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2024.

_____
Notary Public, State of _____

Exhibit A

CITY OF MIDLAND

PURCHASING DIVISION

DATE: 1/19/2024

BID REQUEST

PAGE: 01

(THIS IS NOT AN ORDER) **BID NO: 24001690**

OPENING TIME: 2:00 PM **CLOSING DATE: 2/14/2024**

CITY OF MIDLAND
300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, 300 N. Loraine, Ste 330, Midland, Texas
UNTIL 2:00 P.M. 2/14/2024 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:
Various Locations, Midland, TX

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Furnishing of materials and labor for the City Wide Pavement Marking Contract, together with other miscellaneous and appurtenant work for the City of Midland in accordance with the attached general notes and city and/or state specifications.		
				TOTAL	$852,750.00

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: TRP Construction Group, LLC
ADDRESS 12101 Hwy 87
CITY Lubbock ST TX ZIP 79423
PHONE NO. 817-808-1466 FAX NO. 817-831-1278
EMAIL: robe@trpinfra.com

CASH DISCOUNT: n/a % n/a DAYS

DELIVERY CAN BE MADE As Required

AUTHORIZED SIGNATURE

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

On-line responses will not be allowed for this solicitation.

Delivery of Submittals: Bid packets must be received in the City Secretary's Office no later than designated bid date and time. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

ATTENTION: The deadline for submitting additional questions is 72 working hours before the bid opening date. Questions submitted before the Noon deadline will be included in the Addendum. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Strategic Goals

1. **Strong Economy with More Quality Jobs**
   - 1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
   - 1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
   - 1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
   - 1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
   - 1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
   - 1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
   - 1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
   - 1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
   - 1.9 Establish Community as a Premier Destination for Retail and Entertainment: Offer unique, compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.
2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks and other facilities, with a standard of excellence.
5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rate within the city.
6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Ladies and Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

PROJECT NAME: Pavement Marking On-Call Contract
PROJECT NUMBER: T18-002

NOTICE -- Bids will be received on a unit price basis. The intent of the proposal is to determine the low bidder based on the total of the quantities and unit prices. Once a low bidder is selected, the project will be awarded for an initial amount not to exceed $250,000.00 to be determined by the actual quantities of bid items used.

Item	Quantity	Description	Unit	Unit Price	Total Amount
1	100,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Long Line, 6" wide _____ dollars and _____ cents per linear foot.	LF	$ $0.80	$ $80,000
2	200,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, Yellow Long Line, 6" wide _____ dollars and _____ cents per linear foot.	LF	$ $0.80	$ $160,000.00
3	1,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Long Line, 8" wide _____ dollars and _____ cents per linear foot.	LF	$ $1.50	$ $1,500.00
4	3,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Short Line, 24" wide _____ dollars and _____ cents per linear foot.	LF	$ $9.00	$ $27,000.00
5	300	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, Yellow Short Line, 24" wide _____ dollars and _____ cents per linear foot.	LF	$ $10.00	$ $3,000.00
6	5,000	Thermoplastic Pavement Marking, TxDOT Item 668 Marking Tape, White/Black Contrast Lane Line, 7" wide, per TxDOT Detail CPM(1)-14 _____ dollars and _____ cents per linear foot.	LF	$ $10.00	$ $50,000.00

NOTICE -- Bids will be received on a unit price basis. The intent of the proposal is to determine the low bidder based on the total of the quantities and unit prices. Once a low bidder is selected, the project will be awarded for an initial amount not to exceed $250,000.00 to be determined by the actual quantities of bid items used.

Item	Quantity	Description	Unit	Unit Price	Total Amount
7	20,000	Thermoplastic Pavement Marking, TxDOT Item 668 Marking Tape, Yellow/Black Contrast Double Centerline, 12" wide or approved equal _____ dollars and _____ cents per linear foot.	LF	$ $20.00	$ $400,000.00
8	250	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Continental Crosswalk Bar, 16-24" wide by 6-8' long _____ dollars and _____ cents per each.	EA	$ $100.00	$ $25,000.00
9	250	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Pavement Arrow _____ dollars and _____ cents per each.	EA	$ $225.00	$ $56,250.00
10	5	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Pavement Word with up to 5 letters _____ dollars and _____ cents per each.	EA	$ $400.00	$ $2,000.00
11	20	Thermoplastic Pavement Marking, TxDOT Item 666 or 668 Prefabricated, White Railroad Crossing Symbol, per TMUTCD Figure 8B-7 Part A _____ dollars and _____ cents per each.	EA	$ $600.00	$ $12,000.00
12	4,000	Raised Pavement Marker, TxDOT Item 672, Type I-A, I-C, II-A-A, or II-C-R as per plans or City instruction _____ dollars and _____ cents per each.	EA	$ $6.00	$ $24,000.00
13	10,000	Eliminate Existing Pavement Markings and Markers, TxDOT Item 677, Linear Markings, 4" wide equivalent, Remove by Construction Methods 4.2 (Burn), 4.3 (Blasting), or 4.4 (Mechanical) only _____ dollars and _____ cents per linear foot.	LF	$ $1.00	$ $10,000.00
14	20	Eliminate Existing Pavement Markings and Markers, TxDOT Item 677, Arrow, Symbol or Word, Remove by Construction Methods 4.2 (Burn), 4.3 (Blasting), or 4.4 (Mechanical) only _____ dollars and _____ cents per each.	EA	$ $100.00	$ $2,000.00
TOTAL BID AMOUNT		(add Total Amounts for Items 1 through 13)			$ $852,750.00

NOTE: All equipment, materials, installation, and testing for all items shall be per the Texas Department of Transportation (TxDOT) publication Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (11/2014) and the applicable, most recently published TxDOT Traffic Standard Drawings, unless otherwise noted or approved by the City.

SPECIAL PROVISIONS

1. SCOPE OF WORK:

The project includes a mix of removal, new placement, maintenance replacement of various thermoplastic pavement markings, and the placement of raised pavement markers (RPMs) on streets throughout the City of Midland.

Bids will be received on a unit price basis and the contract will be awarded for the total bid amount for all items. Bidders are advised that quantities of individual items may be adjusted as needed to meet the needs of the City, subject to all applicable procurement rules and regulations.

The City reserves the right to abandon, without obligation to the Contractor, any task, or the entire project, at any time before the Contractor begins work authorized by the City. No minimum amount of work is guaranteed.

The initial term of the contact shall be for a period of one year from the date of award. If the City and Contractor agree in writing, the contract may be renewed for up to two (2) additional one-year terms.

The Traffic Operations Division will assign individual tasks for work to be performed under this contract and will coordinate with the Contractor to determine an acceptable schedule for completion of proposed tasks. The City's intent is to group tasks so that a sufficient quantity of work is assigned at one time to allow for cost-effective mobilization of the crew and equipment.

With the assignment of each work task, the City shall provide maps, plans, details, lists, schematics, and/or other documents as necessary for the Contractor to fully understand the proposed scope of the task.

All equipment, materials, installation, and testing for all items shall be per the Texas Department of Transportation publication *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* (Nov. 2014) unless otherwise noted or approved by the City or modified by these Special Provisions.

2. PAYMENT:

Payment will be made only for material installed and complete in place, and <u>not</u> for material delivery or materials on hand.

3. TRAFFIC CONTROL:

All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City.

4. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner.

TRP Construction Group, LLC
Vendor Name

INSTRUCTIONS TO BIDDERS

Bid # 24001690

1. **VENDOR CONTACT:**

All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City of Midland
Office of the Purchasing Agent OR FAX: (432) 685-0523
P.O. Box 1152 E-Mail: purchasing@midlandtexas.gov
Midland, TX 79702

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

2. **AWARD**

If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

3. **BID WAIVERS:**

A. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

B. BIDDER'S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT.**

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

C. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Company or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or

knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

The bidder agrees that this is the intentional relinquishment of the above listed rights.

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

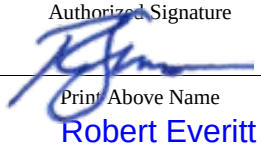
Company Name TRP Construction Group, LLC		Date 02/13/2024
Authorized Signature 		Phone (817) 808-1466
Print Above Name Robert Everitt		Fax (817) 831-1278

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. N/A

KNOW ALL MEN BY THESE PRESENTS, THAT TRP CONSTRUCTION GROUP, LLC

(hereinafter called the Principal), as Principal, and SIRIUSPOINT AMERICA INSURANCE COMPANY

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of Amount Bid DOLLARS ($ 5% of Amt. Bid), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to CITY OF MIDLAND TEXAS PAVEMENT MARKING CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this 13th day of February, 20 24.

TRP CONSTRUCTION GROUP, LLC
Principal

By _____
Robert Everitt, General Manager

Address 2411 Minnis Dr, Fort Worth, TX 76117

SIRIUSPOINT AMERICA INSURANCE COMPANY
Surety

By _____
Elizabeth K. Sterling, Attorney-in-Fact

Address 1 World Trade Center 285 Fulton Street, 47th Floor, Suite 47J
New York NY 10007

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

AONATL01_0823

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Megan K. Douaire, Elizabeth K. Sterling

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

SiriusPoint America Insurance Company

By: _____
Melissa J. Ralph
Secretary

State of New Jersey }
} ss.
County of Monmouth }

On this 17th day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposeth and saith, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

TNAEJA E LEWIS-SCOTT
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 31, 2028
COMMISSION: #50208541

_____
Notary Public
My Commission expires
March 31, 2028

State of New Jersey
County of Monmouth

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 13 day of February, 2024

SIRIUSPOINT AMERICA INSURANCE COMPANY
CORPORATE SEAL
1979
NEW YORK

_____
Melissa J. Ralph
Secretary

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022

1 02/25/2022

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85 **	
Roller, Asphalt	$ 10.95 **	
Roller, Other	$ 10.36 **	
Scraper	$ 10.61 **	
Spreader Box	$ 12.60 **	
Servicer	$ 13.98 **	
Steel Worker (Reinforcing)	$ 13.50 **	
TRUCK DRIVER		
Lowboy-Float	$ 14.46 **	
Single Axle	$ 12.74 **	
Single or Tandem Axle Dump	$ 11.33 **	
Tandem Axle Tractor with Semi	$ 12.49 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

TRP Construction Group, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

02/13/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.

IF THE SELECTED BIDDER/COMPANY CANNOT MEET THE ABOVE REQUIREMENTS, THEN **THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER**.

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/COMPANY MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

COMPLIANCE: Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

ANY VENDOR WHO FAILS TO COMPLY WITH THE TERMS OF THE AWARD **MAY BE DECLARED AN IRRESPONSIBLE VENDOR**. BIDS SUBMITTED BY SAID VENDOR SHALL NOT BE CONSIDERED AGAIN FOR A MINIMUM PERIOD OF SIX MONTHS AS DETERMINED BY THE CITY MANAGER.

Consideration of Location of Bidder's Principal Place of Business
For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: N/A

Local Address (must be within the City limits): N/A

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No N/A
2. How many residents of the City of Midland are employed at the above business location? 0
3. Year your business was established in the City of Midland: N/A
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: N/A

   Company Name and Address (as it appears on permit):

   N/A
5. Does your business have more than one office in the State of Texas? ☒ Yes ☐ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   Lubbock, TX
6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No N/A

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No N/A

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: 02/13/2024

Printed Name and Title: Robert Everitt, GM

24001690 Citywide Pavement Marking

Purchasing Addendum # 1

Question for Citywide Pavement Marking

January 29, 2024
Item #2 – Is this TY I 6” Yellow Long Line? Yes correct. Please see updated Bid Tab **Item #4- Is this supposed to be 24” White Short Line since Item #5 is also 24” Yellow?** Yes correct. Please see updated bid tab.
January 29, 2024
Item 6 & 7: Is this the Ty B made by 3M Company? Yes, 3M is allowed as well.

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

15. Public Information. To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

Seller shall at all times during the term of this agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."
Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

Seller shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers compensation).

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.

26. GOVERNING LAW AND VENUE - This agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this agreement or the performance of this agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this agreement shall be deemed to have occurred in Midland County, Texas.

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

28. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES - As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Seller's failure to comply with the requirements herein shall perpetually bar Seller's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. Seller agrees that the requirements of this entire agreement are reasonable.

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF BUYER, BUYER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH SELLER OR SELLER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND SELLER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST BUYER OR ANY OF BUYER'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

32. <u>ATTORNEY FEES</u> - BY EXECUTING THIS AGREEMENT, SELLER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE BUYER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE SELLER SPECIFICALLY AGREES THAT IF THE SELLER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE SELLER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED.

SELLER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. SELLER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE SELLER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BUYER AND THE SELLER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

35. FEDERAL WAGE REQUIREMENTS - If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations hereby incorporated by reference and made a part of this agreement and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this agreement, to which the parties to this agreement have agreed to be bound.

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

City Council Meeting

Item Number: 8

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) KANN REFUSE TRUCK BODIES ON INTERNATIONAL CABS AND CHASSIS AND THREE (3) ROLL-OFF TRUCKS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR A TOTAL COST OF $2,662,827.65 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of eight (8) Kann refuse truck bodies on International cab and chassis' and three (3) Roll-Off trucks from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell contract #060920-NVS for a cost of $2,662,827.65.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Operating Fund budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending the purchase of eight (8) Kann refuse truck bodies on International cab and chassis' and three (3) Roll-Off trucks from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell contract #060920-NVS. We are members of the

Sourcewell cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Eight (8) refuse trucks will be replacements to the fleet. The budget for FY2024 for the eight (8) refuse trucks is $2,416,000.00. Three (3) Roll-off refuse trucks will be replacements to the fleet. The budget for FY2024 for the three (3) roll-off refuse trucks is $585,000.00. Please see the attached memo from Manuel Salinas, Garage Superintendent, for more information.

Therefore, please consider a resolution approving the purchase of eight (8) Kann refuse truck bodies on International cab and chassis' and three (3) Roll-Off trucks from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell contract #060920-NVS for a cost of $2,662,827.65.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell contract # 060920-NVS

DATE: 02/22/2024

Fleet services is requesting the purchase of (8) eight cab and chassis refuse trucks with the Kann bodies. These (8) eight new units will be replacements for units that have gone beyond their serviceable life. Budgeted amount for (8) eight cab and chassis refuse trucks with the Kann bodies for FY2024 is $2,416.000. The purchasing amount for (8) eight cab and chassis refuse trucks with the Kann bodies through Sourcewell contract # 060920-NVS proposed by Roberts Truck Center is $2,130.569.43

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Eloy Salinas

SUBJECT: Sourcewell contract #060920

DATE: 02/22/24

Fleet services is requesting the purchase of (3) three Roll-Off trucks that will be replacements for units that have gone beyond their serviceable life. The budgeted amount for FY24 for (3) three Roll-Off trucks is $585,000. The purchasing amount for (3) three Roll-Off trucks that are being offered through Sourcewell contract #060920 from Roberts Truck Center in the amount of $532,258.22

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) KANN REFUSE TRUCK BODIES ON INTERNATIONAL CABS AND CHASSIS AND THREE (3) ROLL-OFF TRUCKS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR A TOTAL COST OF $2,662,827.65

WHEREAS, the Sourcewell is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Roberts Truck Center of Texas LLC dba Summit Truck Group has submitted a total proposed cost to the City of $2,662,827.65 for the purchase of eight (8) Kann refuse truck bodies on International cabs and chassis and three (3) roll-off trucks through Sourcewell, as shown on the proposals that are collectively attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Roberts Truck Center of Texas LLC dba Summit Truck Group for said Kann refuse truck bodies on International cabs and chassis and roll-off trucks to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase eight (8) Kann refuse truck bodies on International cabs and chassis and three (3) roll-off trucks from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to purchase eight (8) Kann refuse truck bodies on International cabs and chassis and three (3) roll-off trucks from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell for a total cost of $2,662,827.65.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Roberts Truck Center of Texas LLC dba Summit Truck Group for said Kann refuse truck

bodies on International cabs and chassis and roll-off trucks from funds available in the Garage Operating Fund budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Sourcewell
Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Manuel Salinas	Clay Nelson
Address:	P.O.Box 1152	10101 W. I-20
City/State/Zip:	Midland Texas 79702	Midland, Texas 79706
Phone:	432-685-7100	806-786-9176
Email:	msalinas@midlandtexas.gov	clay.nelson@robertstruck.com

Proposal Number	4759
Date	1/2/2024
Quantity of this Specification	8
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 170,697.00
Base Chassis List	$ 121,554.00		
Options List	$ 49,143.00		
Sourcewell Contract Discount		31.0%	$ (52,987.80)
Volume Incentive			$ -
Material Price Increases			$ -
Net Sourcewell Chassis Price			$ 117,709.20
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee		4.00%	$ -
Non-Sourcewell Dealer Supplied Body			
SEC 2025 Kann 29yd Left Hand Yard Body			$ 138,257.00
			$ -
Handling Fee			$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
Floor Plan for Three Months			$ 1,500.00
			$ -
Additional Fees & Taxes			
Spare Tire/wheel/ Keys/ Fuel, VIT			$ 2,775.00
5% 2025 Build Price Increase			$ 6,079.98
			$ -
Final Sourcewell Per Vehicle Price FOB Guttenberg, Iowa			**$ 266,321.18**
Final Sourcewell Total Vehicle(s) Price			**$ 2,130,569.43**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

Exhibit A

LIMITED WARRANTY FOR HV507, HV607
***Effective with vehicles built July 01, 2017 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
Basic Vehicle Warranty	12	Unlimited	Unlimited	Unlimited
Basic Vehicle Warranty with Non-Navistar Engine	12	Unlimited	Unlimited	Unlimited
Frame Side Rails	84	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited
Spicer Axles	24	Unlimited	Unlimited	Unlimited
Propeller Shaft	24	Unlimited	Unlimited	Unlimited
Eaton Clutch	24	Unlimited	Unlimited	Unlimited
TTC Transmission	24	Unlimited	Unlimited	Unlimited
Eaton/Fuller Transmission	24	Unlimited	Unlimited	Unlimited
Meritor Axles	24	Unlimited	Unlimited	Unlimited
Batteries	12	Unlimited	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
First 90 Days from Delivery to User (DTU) + Towing	3	Unlimited	Unlimited	Unlimited
Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine Non-Navistar)	60	100,000	160,000	Unlimited
MY 2022 CALIFORNA CARB Emissions Coverage	60	350,000	560,000	Unlimited

Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/ nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Included Under Basic Coverage

Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison transmissions, lubricants, Cummins engines, Agility fuel systems, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

LIMITED WARRANTY FOR HV507, HV607
***Effective with vehicles built July 01, 2017 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
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TTC Transmission	24	Unlimited	Unlimited	Unlimited
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Batteries	12	Unlimited	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
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Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/ nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Included Under Basic Coverage

Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison transmissions, lubricants, Cummins engines, Agility fuel systems, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.



BA

Sales Proposal For:

CITY OF MIDLAND

Presented By:

ROBERTS TRUCK CENTER

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: 4759

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
10101 W INTERSTATE 20
MIDLAND TX 79706 - 2638
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Side Loader, Manual
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 22.28% / 2.53% @ 55 MPH Calc. Geared Speed: 66.7 MPH
DIMENSION:	Wheelbase: 270.00, CA: 202.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARZ	18000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003ADG	18000					
	WHEELS, FRONT	0027DUN	23000	TIRE, FRONT	0760265	18740		
Front GAWR							18000	
Rear Component Ratings	BRAKES, REAR	0004XDR	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UMV	40000					
	WHEELS, REAR	0028DUK	59120	TIRE, REAR	0738213	48040		
	AXLE, REAR, TANDEM	0014GVK	40000					
Rear GAWR							40000	
Overall Vehicle Limitations	TRANSMISSION, AUTOMATIC	0013BCR	62000					
GVWR Based on Axle Ratings***								58000
Calculated GVWR								58000

GCWR Component Rating(s)

Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014GVK	125000				
	TRANSMISSION, AUTOMATIC	0013BCR	999999				
	ENGINE, DIESEL	0012EZA	80000				
Calculated GCWR							80000

*** GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.**
**** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.**
***** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.**
****** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.**

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 270.00 Wheelbase, 202.90 CA, and 96.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4EYM	BRAKE LININGS, REAR {Meritor MA2301} for S-Cam Brake
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKG	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab

Code	Description
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WDU	HAND CONTROL VALVE, AIR for Trailer Brakes, Omit Item
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted
8WJN	BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

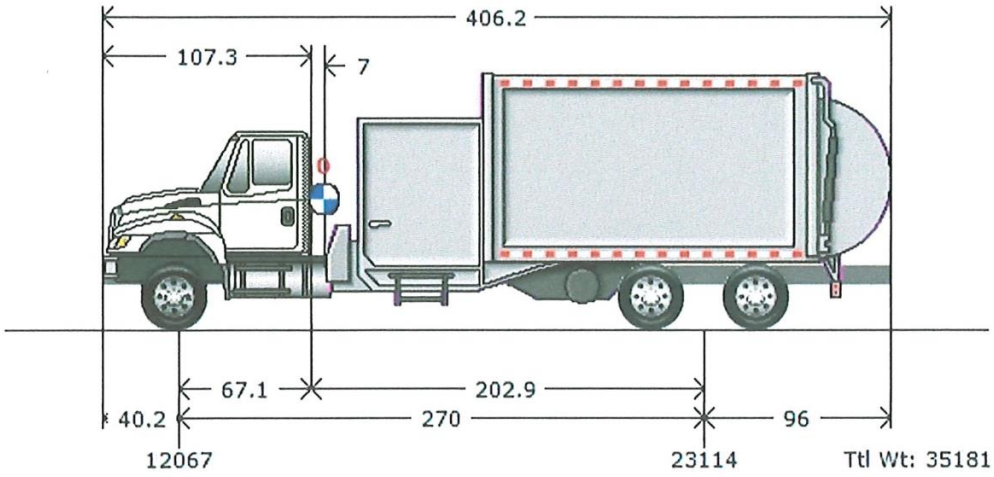
Code	Description
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler
	Includes : DEAERATION SYSTEM with Surge Tank

Code	Description
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUK	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVK	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.86
14UMV	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Right Side, Under Cab
15WDH	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Back of Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Code	Description
	Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

Code	Description
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Kann 29yd Refuse Body

Weight Summary
2025 HV607 SBA (HV607)



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	40.2	Body Length	(BL)	292	Tractor Front Axle:	9,057
Wheelbase	(WB)	270.00				Tractor Rear Axle:	7,771
Axle to Frame	(AF)	96.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	202.9					
Usable CA		202.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		100					
DEF(Gals)		7					

Payloads

Before the Cab			Cab			Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
									1	0	0			

Loads	
Payload Weight:	0
Driver:	250
Fuel-Diesel(Lbs):	710
DEF(Lbs):	63

Weight Distribution	
Total Front Axle:	12,067
Total Rear Axle:	23,114
Total Weight:	35,181

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	Truck		
	Front	Rear	**Total**
Chassis Weight			
Chassis Weight:	9,057	7,771	**16,828**
Fuel:	568	142	**710**
DEF:	46	17	**63**
Empty Body:	2,208	15,122	**17,330**
(Curb Weight):	**11,879**	**23,052**	**34,931**
Loads			
Payloads:	0	0	**0**
Driver:	188	62	**250**
Axle Totals (Gross Weight):	**12,067**	**23,114**	**35,181**

Weight Ratings

	Truck	
	Front	Rear
Axle(axle capacity)	18,000	40,000
Tire(tire capacity)	18,740	48,040
Suspension(suspension capacity)	18,000	40,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")

Wheel Combination	**Load**	**Limit**
1 - 3	35,181	54,000

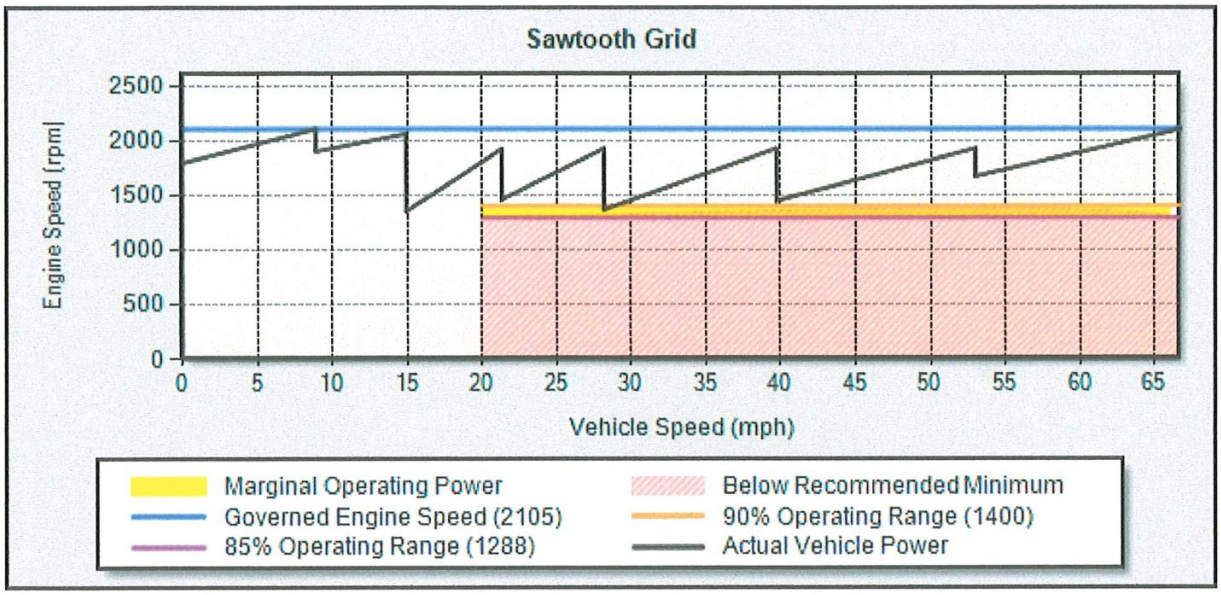
Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 58,000 - Gross Vehicle Weight(GVW) 35,181 = 22,819 Reserves

Weight Summary

* Distributed weights are within capacity limits

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	3.49	0.0	1794	8.9	2105	N/A	63	50	
2C	1.86	8.9	1900	14.9	2060	N/A	63	50	
2L	1.86	14.9	1347	21.3	1921	N/A	63	50	
3L	1.41	21.3	1457	28.2	1926	N/A	63	50	
4L	1.00	28.2	1366	39.7	1925	N/A	63	50	
5L	0.75	39.7	1444	53.0	1925	N/A	63	50	
6L	0.65	53.0	1669	66.7	2100	N/A	63	50	

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	69.4	2187	*****	0.00	
HI GEAR SPEED @ RATED RPM	6L	66.7	2100	*****	1.50	
55.0 MPH STEADY-STATE	6L	55.0	1732	*****	2.53	
TYPICAL OPERATING SPEED	6L	65.0	2047	*****	1.63	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " -----" , VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : ***** GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-421 STALL RATIO: 1.77

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	*****	*****	*****	
AVERAGE MPH	18.9	39.8	54.6	
MISSION MINUTES	29.86	52.03	173.36	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	3.49	0.0	1794	0.00	38.17		STALL
		5.8	1950	232.94	26.38		70% EFF
		7.7	2042	265.08	22.28		80% EFF
		8.9	2105	272.29	19.55		
2C	1.86	8.9	1900	207.01	14.59		
		14.9	2060	268.98	11.03		
2L	1.86	14.9	1347	291.00	12.00		
		21.3	1921	331.59	9.38		
3L	1.41	21.3	1457	314.05	8.84		
		28.2	1926	330.27	6.80		
4L	1.00	28.2	1366	294.08	5.97		
		39.7	1925	328.30	4.41		
5L	0.75	39.7	1444	304.61	4.02		
		53.0	1925	319.71	2.73		
6L	0.65	53.0	1669	319.92	2.73		
		66.7	2100	308.07	1.50		RATED RPM
		67.6	2129	262.89	1.00		
		68.5	2158	216.36	0.50		
		69.5	2188	167.17	0.00		LEVEL ROAD

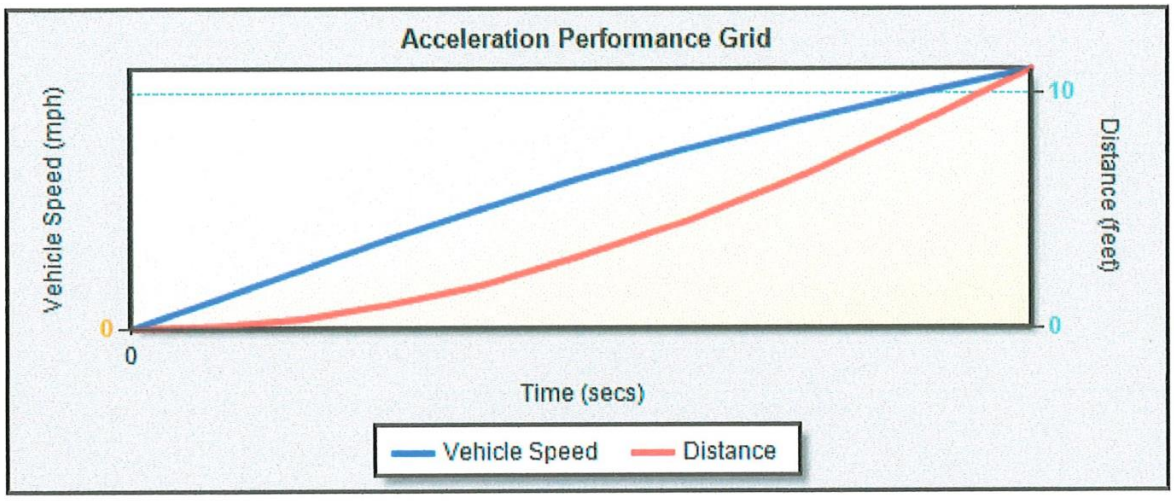
STARTING / TOP GEAR PERFORMANCE

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	3.49	0.0		0.00	38.17		STALL
		7.7		265.08	22.28		80% EFF - Calculated Start Ability

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: VEHICLE CAN ATTAIN MAX SPEED OF 8.7 (MPH) ON GRADE.

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.15	0.1	1.0	
	0.30	0.4	2.0	
	0.45	1.0	3.0	
	0.61	1.8	4.0	
	0.78	3.0	5.0	
	0.97	4.5	6.0	
	1.18	6.5	7.0	
	1.41	9.0	8.0	
	1.58	11.0	8.7	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	5.86
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT2):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	40000
Acceleration Vehicle Spd (MPH):	55.0
Ambient Temperature (F):	70.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL WIDEBASE
TIRE, REAR	8 - RADIAL NORMAL

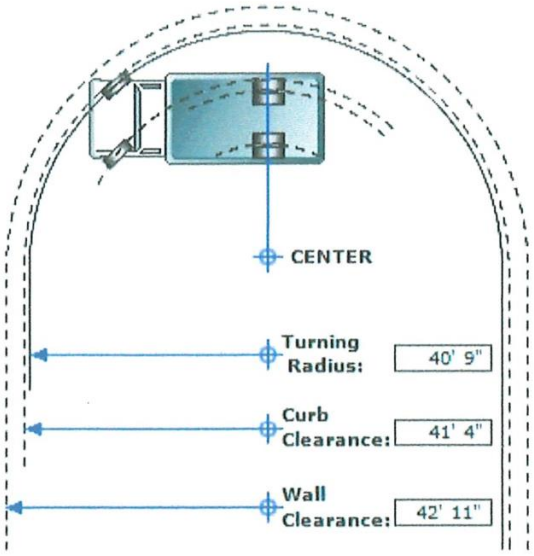
Components

0001AND	AXLE CONFIGURATION {Navistar} 6x4
0002ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013BCR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
0014GVK	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07382135438	TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
07602653208	TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT,TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Turning Radius Summary
2025 HV607 SBA (HV607)



Series:	HV
Model:	HV607
Description:	HV607 SBA
Model Year:	2025

Calculation Factors

Wheelbase:	270
Front Axle:	0002ARZ
Description:	AXLE, FRONT NON-DRIVING, {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
Front Wheel:	0027DUN
Description:	WHEELS, FRONT, {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
Front Tire:	07602653208
Description:	TIRES, 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
Steering Gear:	0005PTB
Description:	STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

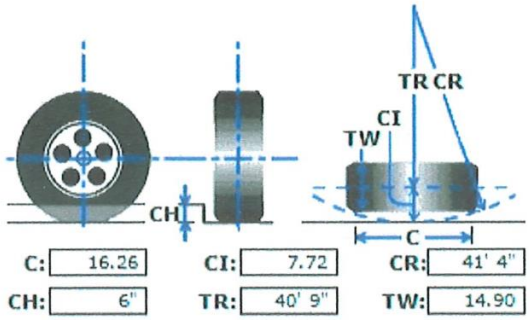
Turning Radius Statistics

General Information

Inside Turn Angle:	40 Degrees
Radial Overhang:	26

Axle Information

KingPin Inclination:	6.25 Degrees
KingPin Center:	71



Turning Radius - Curb View

C	- Curb Contact Length:	16.26
CI	- Curb Clearance Increment:	7.72
CR	- Curb Clearance Radius:	41'4"
CH	- Curb Height:	6"
TR	- Turning Radius:	40'9"
TW	- Tire Width:	14.90

* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Kann Manufacturing Corporation
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

QUOTE

Date	Quote #
11/10/23	00009339

Quote To: ROBERTS TRUCK CENTER
10101 INTERSTATE 20
MIDLAND, TX 79706-

Ship To: ROBERTS TRUCK CENTER
10101 INTERSTATE 20
MIDLAND, TX 79706-

Contact CLAY NELSON
Customer 0019189
Telephone 806-786-9176 **Fax** 432-697-9417

Terms	Expiry Date	Salesperson	Ship Via
NET 30 DAYS	12/10/23	RT	DELIVER

Qty	Part #	Description	Unit price	Ext. Price
1.0	3531545	BODY ASSY 29YD SSL TALL BLADE SLECw/TG	79,558.000	79,558.00
1.0	3530709	PAINT, MISC MATL PPG#FDGH SLC	3,675.000	3,675.00
6.0	1800394-47	PPG#FDGH 913242 A,DESERT TAN	165.000	990.00
1.0	4530098	SNGL HOOK LOAD OPT SLEC	3,943.000	3,943.00
1.0	3531094	LIGHTS, TLGT LED T/B SLEC RR	1,837.000	1,837.00
1.0	4700338	STROBE LIGHT (TARGET)	245.000	245.00
1.0	4530007	STROBE, FRNT SINGLE CODE 3 LED	312.000	312.00
1.0	4530201	SIDE WORK LTS LED, FENDER MNT	165.000	165.00
1.0	4530054	LOADING WORK LIGHTS LED, SLEC	198.000	198.00
1.0	4530130	CAMERA, DUAL PRO-VISION 7"	2,295.000	2,295.00
1.0	4530200	REAR WORK LIGHTS LED, BTM LT BAR	166.000	166.00
1.0	4530109	FIRE EXT 10# CAB MTG INTL BRKT	265.000	265.00
1.0	4530193	VALVE COVER OPT SSL, SLEC FB	115.000	115.00
1.0	4530071	HYD FILTER BYPASS w/IN CAB LT	230.000	230.00
1.0	4530221	CLEAN OUT BTM DRAIN SS OPT, SLEC FB	263.000	263.00
1.0	5530124	SLEC29YD FB SSL FRNT TP PG INT'L 23	40,905.000	40,905.00

FOR: CITY OF MIDLAND

Kann Manufacturing Corporation
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

QUOTE

Sub Total:	135,162.00
Sales Tax:	0.00
Federal Excise Tax:	0.00
Freight:	3,095.00
Total:	138,257.00

-Customer is responsible for throttle advance programming if required.
- F.O.B. Kann Manufacturing Corporation. Freight charge is estimated based upon fuel cost at the time of quotation. The charge subject to change at the time of delivery.
- Modifications to customer supplied chassis will be at the customer's expense and will be added to the customer's invoice. Customers will be notified prior to any modifications.
- If Kann Manufacturing Corporation facilitates the customer purchase of a chassis, C.O.D. terms on both chassis and body will supercede all other specified terms found in this agreement.

*** Ordering Information:

Order date:_____ Number of Units Ordered:_____ Customer's P.O. #:_____

Customer Order Authorization Signature:_____

Kann Manager Authorization: RT_____

Sourcewell
Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Manuel Salinas	Clay Nelson
Address:	P.O.Box 1152	10101 W. I-20
City/State/Zip:	Midland Texas 79702	Midland, Texas 79706
Phone:	432-685-7100	806-786-9176
Email:	msalinas@midlandtexas.gov	clay.nelson@robertstruck.com

Proposal Number	4760
Date	1/2/2024
Quantity of this Specification	3
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 174,823.00
Base Chassis List	$ 121,554.00		
Options List	$ 53,269.00		
Sourcewell Contract Discount		31.0%	$ (54,268.59)
Volume Incentive			$ -
Material Price Increases			$ -
Net Sourcewell Chassis Price			$ 120,554.41
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee		4.00%	$ -
Non-Sourcewell Dealer Supplied Body			
Roll-Offs USA HO6022Q Roll-Off Bed			$ 45,250.00
			$ -
Handling Fee			$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Additional Freight from Durant, Ok to Midland, Tx			$ 1,125.00
			$ -
Additional Floorplan			
Floor Plan for Three Months			$ 1,500.00
			$ -
Additional Fees & Taxes			
Spare Tire/wheel/ Keys/ Fuel, VIT			$ 2,775.00
5% 2025 Build Price Increase			$ 6,215.00
			$ -
Final Sourcewell Per Vehicle Price FOB Durant, Ok			**$ 177,419.41**
Final Sourcewell Total Vehicle(s) Price			**$ 532,258.22**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

LIMITED WARRANTY FOR HV507, HV607
***Effective with vehicles built July 01, 2017 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
Basic Vehicle Warranty	12	Unlimited	Unlimited	Unlimited
Basic Vehicle Warranty with Non-Navistar Engine	12	Unlimited	Unlimited	Unlimited
Frame Side Rails	84	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited
Spicer Axles	24	Unlimited	Unlimited	Unlimited
Propeller Shaft	24	Unlimited	Unlimited	Unlimited
Eaton Clutch	24	Unlimited	Unlimited	Unlimited
TTC Transmission	24	Unlimited	Unlimited	Unlimited
Eaton/Fuller Transmission	24	Unlimited	Unlimited	Unlimited
Meritor Axles	24	Unlimited	Unlimited	Unlimited
Batteries	12	Unlimited	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
First 90 Days from Delivery to User (DTU) + Towing	3	Unlimited	Unlimited	Unlimited
Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine Non-Navistar)	60	100,000	160,000	Unlimited
MY 2022 CALIFORNA CARB Emissions Coverage	60	350,000	560,000	Unlimited

Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/ nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Included Under Basic Coverage

Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison transmissions, lubricants, Cummins engines, Agility fuel systems, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

LIMITED WARRANTY FOR HV507, HV607
***Effective with vehicles built July 01, 2017 or later**

Obtaining Service

Return this vehicle to any International Truck dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

Disclaimer

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER.

No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Telematics Data Disclosure

Your Navistar vehicle may include an activated telematics subscription service. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Navistar, Inc., or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving the uptime for your vehicle, improving our vehicles in the future, and reducing warranty events. If you choose not to allow Navistar to access your data, you may suspend your subscription at www.InternationalTrucks.com/Opt-Out.

Record of Ownership

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature	**Date**
Owner's Address	**City** / **State/Prov** / **Postal Code**
Truck Model	**Vehicle Identification Number**
Engine Model Number	**Engine Serial Number**
Date Delivered to User (DTU)	**Odometer Reading at Delivery**

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.



HV607 SBA

Sales Proposal For:

CITY OF MIDLAND

Presented By:

ROBERTS TRUCK CENTER

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: 4760

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
10101 W INTERSTATE 20
MIDLAND TX 79706 - 2638
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 64000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.25% / 2.34% @ 55 MPH Calc. Geared Speed: 69.4 MPH
DIMENSION:	Wheelbase: 252.00, CA: 184.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARZ	18000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003ADG	18000					
	WHEELS, FRONT	0027DUN	23000	TIRE, FRONT	0760265	18740		
Front GAWR							18000	
Rear Component Ratings	BRAKES, REAR	0004XDR	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UMX	46000					
	WHEELS, REAR	0028DUK	59120	TIRE, REAR	0738213	48040		
	AXLE, REAR, TANDEM	0014HRW	46000					
Rear GAWR							46000	
Overall Vehicle Limitations	TRANSMISSION, AUTOMATIC	0013BCS	80000					
GVWR Based on Axle Ratings***								64000
Calculated GVWR								64000

GCWR Component Rating(s)

Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014HRW	160000				
	TRANSMISSION, AUTOMATIC	0013BCS	80000				
	ENGINE, DIESEL	0012EZA	80000				
Calculated GCWR							80000

*** GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.**
**** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.**
***** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.**
****** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.**

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 252.00 Wheelbase, 184.90 CA, and 59.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKG	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

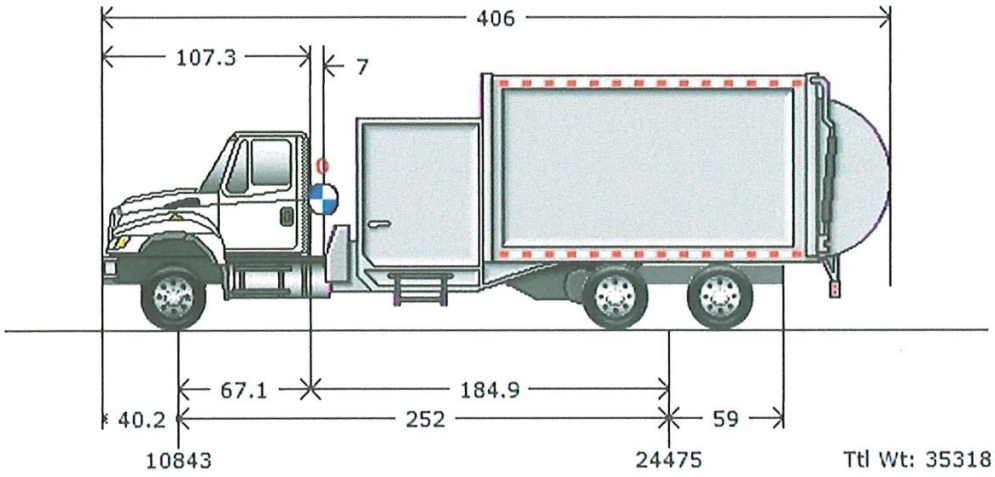
Code	Description
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WDU	HAND CONTROL VALVE, AIR for Trailer Brakes, Omit Item
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted
8WJN	BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

Code	Description
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler
	Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber

Code	Description
12VBB	AIR CLEANER Dual Element
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, with On/Off Switch
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14HRW	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends . Gear Ratio: 5.63
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Right Side, Under Cab
15WDH	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Back of Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Code	Description
	Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

Code	Description
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	ROLL-OFFS USA Roll-Off Body HO6022Q



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	40.2	Body Length	(BL)	292	Tractor Front Axle:	8,924
Wheelbase	(WB)	252.00				Tractor Rear Axle:	8,041
Axle to Frame	(AF)	59.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	184.9					
Usable CA		184.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		100					
DEF(Gals)		7					

Payloads

Before the Cab			Cab			Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
									1	0	0			

Loads	
Payload Weight:	0
Driver:	250
Fuel-Diesel(Lbs):	710
DEF(Lbs):	63

Weight Distribution	
Total Front Axle:	10,843
Total Rear Axle:	24,475
Total Weight:	35,318

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	Truck		
	Front	Rear	**Total**
Chassis Weight			
Chassis Weight:	8,924	8,041	**16,965**
Fuel:	558	152	**710**
DEF:	45	18	**63**
Empty Body:	1,128	16,202	**17,330**
(Curb Weight):	**10,655**	**24,413**	**35,068**
Loads			
Payloads:	0	0	**0**
Driver:	188	62	**250**
Axle Totals (Gross Weight):	**10,843**	**24,475**	**35,318**

Weight Ratings

	Truck	
	Front	Rear
Axle(axle capacity)	18,000	46,000
Tire(tire capacity)	18,740	48,040
Suspension(suspension capacity)	18,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")

Wheel Combination	**Load**	**Limit**
1 - 3	35,318	53,000

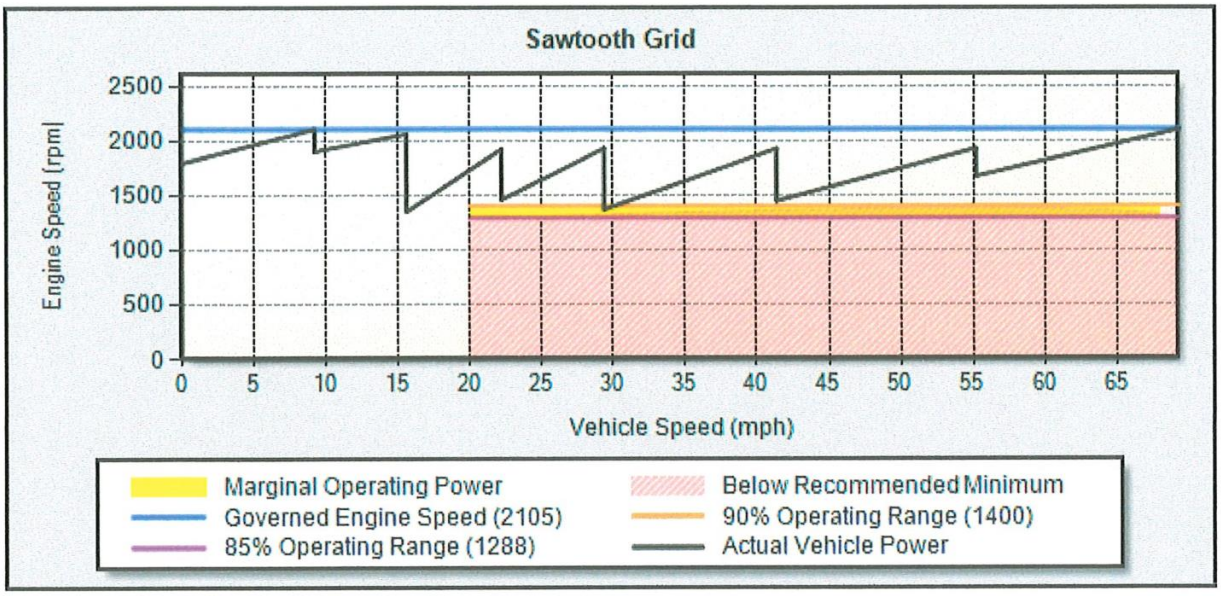
Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 64,000 - Gross Vehicle Weight(GVW) 35,318 = 28,682 Reserves

Weight Summary

* Distributed weights are within capacity limits

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail Veh Spd (MPH)	Upshift Power Avail Eng Spd (RPM)	Govern Power Avail Veh Spd (MPH)	Govern Power Avail Eng Spd (RPM)	Peak Power Comparison Gear Step (%)	Peak Power Comparison 85% Range (%)	Peak Power Comparison 90% Range (%)	Warn Msg
1C	3.49	0.0	1794	9.2	2105	N/A	63	50	
2C	1.86	9.2	1900	15.6	2060	N/A	63	50	
2L	1.86	15.6	1347	22.2	1921	N/A	63	50	
3L	1.41	22.2	1457	29.4	1926	N/A	63	50	
4L	1.00	29.4	1366	41.4	1925	N/A	63	50	
5L	0.75	41.4	1444	55.2	1925	N/A	63	50	
6L	0.65	55.2	1669	69.4	2100	N/A	63	50	

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	72.1	2182	*****	0.00	
HI GEAR SPEED @ RATED RPM	6L	69.4	2100	*****	1.23	
55.0 MPH STEADY-STATE	6L	55.0	1664	*****	2.34	
TYPICAL OPERATING SPEED	6L	65.0	1966	*****	1.54	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " -----" , VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : ***** GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-421 STALL RATIO: 1.77

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	*****	*****	*****	
AVERAGE MPH	18.9	39.7	54.6	
MISSION MINUTES	29.97	52.13	173.39	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	3.49	0.0	1794	0.00	32.62		STALL
		6.0	1950	233.42	22.74		70% EFF
		8.0	2042	265.74	19.25		80% EFF
		9.2	2105	273.08	16.91		
2C	1.86	9.2	1900	207.80	12.63		
		15.6	2060	270.46	9.56		
2L	1.86	15.6	1347	292.49	10.40		
		22.2	1921	333.95	8.13		
3L	1.41	22.2	1457	316.41	7.66		
		29.4	1926	333.73	5.89		
4L	1.00	29.4	1366	297.54	5.17		
		41.4	1925	333.98	3.80		
5L	0.75	41.4	1444	310.28	3.47		
		55.2	1925	328.51	2.33		
6L	0.65	55.2	1669	328.73	2.33		
		69.4	2100	320.76	1.23		RATED RPM
		69.9	2116	296.65	1.00		
		71.0	2148	244.76	0.50		
		72.1	2182	189.84	0.00		LEVEL ROAD

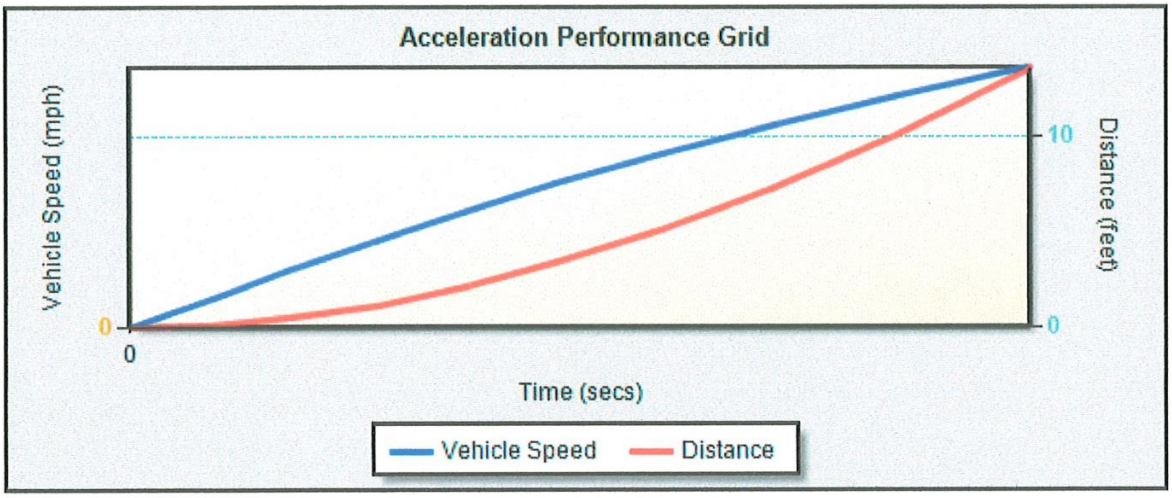
STARTING / TOP GEAR PERFORMANCE

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	3.49	0.0		0.00	32.62		STALL
		8.0		265.74	19.25		80% EFF - Calculated Start Ability

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: VEHICLE CAN ATTAIN MAX SPEED OF 9.0 (MPH) ON GRADE.

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.17	0.1	1.0	
	0.33	0.5	2.0	
	0.51	1.1	3.0	
	0.69	2.1	4.0	
	0.88	3.4	5.0	
	1.10	5.1	6.0	
	1.33	7.3	7.0	
	1.58	10.0	8.0	
	1.85	13.4	9.0	
	1.86	13.6	9.0	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	5.63
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT2):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	46000
Acceleration Vehicle Spd (MPH):	55.0
Ambient Temperature (F):	70.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL WIDEBASE
TIRE, REAR	8 - RADIAL NORMAL

Components

0001AND	AXLE CONFIGURATION {Navistar} 6x4
0002ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
0014HRW	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07382135438	TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
07602653208	TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

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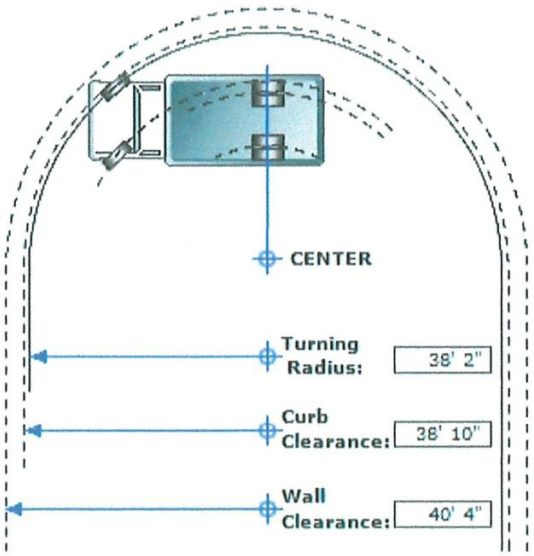
DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT,TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.



Series:	HV
Model:	HV607
Description:	HV607 SBA
Model Year:	2025

Calculation Factors

Wheelbase:	252
Front Axle:	0002ARZ
Description:	AXLE, FRONT NON-DRIVING, {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
Front Wheel:	0027DUN
Description:	WHEELS, FRONT, {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
Front Tire:	07602653208
Description:	TIRES, 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
Steering Gear:	0005PTB
Description:	STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

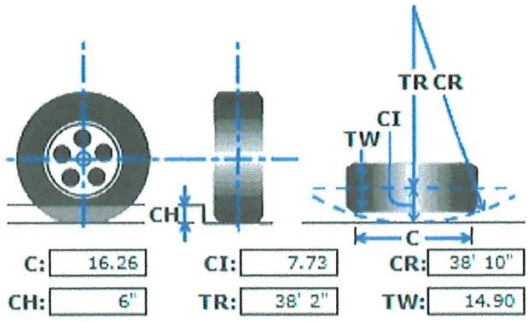
Turning Radius Statistics

General Information

Inside Turn Angle:	40 Degrees
Radial Overhang:	26

Axle Information

KingPin Inclination:	6.25 Degrees
KingPin Center:	71



Turning Radius - Curb View

C	- Curb Contact Length:	16.26
CI	- Curb Clearance Increment:	7.73
CR	- Curb Clearance Radius:	38'10"
CH	- Curb Height:	6"
TR	- Turning Radius:	38'2"
TW	- Tire Width:	14.90

* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0049953
Order Date: 12/5/2023

Salesperson: HOUS
Customer Number: ROBTRU

Sold To:
Roberts Truck Center
4510 AVE A
Clay 806-786-9176
Lubbock, TX 79404
Confirm To:
Clay Nelson 806-786-9176

Ship To:
Roberts Truck Center
CPU
8567 US HWY 70
Mead, OK 73449

Customer P.O.	Ship VIA	F.O.B.	Terms
	CPU		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
HO6022Q	EACH	1.000	0.000	0.000	31,000.000	31,000.00
HOIST QUICKMOUNT 60K			Whse: 000			
SN: TBD TRUCK VIN: TBD POLY FENDERS 40 GAL HYD TANK 7ga (4 BOLTS 3 WELDS) -STANDARD SIDE MOUNT INSIDE CAB CONTROLS 5 BANK VALVE W/HARD PLUMBING 1/2" X 4" APPROACH RAMPS OPEN FRONT TOOL BOX ROA MUD FLAPS HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION LED LIGHTS APRON SET FOR KENWORTH T880 TRUCK - **** NEED TO VERIFY **** REAR WINDOW SCREEN PAINTED GLOSS BLACK						
HOTARPERPION1	EACH	1.000	0.000	0.000	8,000.000	8,000.00
PIONEER TARPER RP4500SARG			Whse: 000			
SN: TBD PIONEER 4500 SARG TARPER						
HO-HOIMOU	EACH	1.000	0.000	0.000	6,250.000	6,250.00
HOIST MOUNTED (LABOR)			Whse: 000			
HOIST AND TARPER MOUNT						

****** CHASSIS TO ARRIVE IN SUMMER 2024 (TBD) ******
**** QUOTE VALID FOR 90 DAYS ****

Net Order:	45,250.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	45,250.00

Sourcewell
Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Manuel Salinas	Clay Nelson
Address:	P.O.Box 1152	10101 W. I-20
City/State/Zip:	Midland Texas 79702	Midland, Texas 79706
Phone:	432-685-7100	806-786-9176
Email:	msalinas@midlandtexas.gov	clay.nelson@robertstruck.com

Proposal Number	4759
Date	1/2/2024
Quantity of this Specification	8
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 170,697.00
Base Chassis List	$ 121,554.00		
Options List	$ 49,143.00		
Sourcewell Contract Discount		31.0%	$ (52,987.80)
Volume Incentive			$ -
Material Price Increases			$ -
Net Sourcewell Chassis Price			$ 117,709.20
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee		4.00%	$ -
Non-Sourcewell Dealer Supplied Body			
SEC 2025 Kann 29yd Left Hand Yard Body			$ 138,257.00
			$ -
Handling Fee			$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
Floor Plan for Three Months			$ 1,500.00
			$ -
Additional Fees & Taxes			
Spare Tire/wheel/ Keys/ Fuel, VIT			$ 2,775.00
5% 2025 Build Price Increase			$ 6,079.98
			$ -
Final Sourcewell Per Vehicle Price FOB Guttenberg, Iowa			**$ 266,321.18**
Final Sourcewell Total Vehicle(s) Price			**$ 2,130,569.43**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

LIMITED WARRANTY FOR HV507, HV607
***Effective with vehicles built July 01, 2017 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
Basic Vehicle Warranty	12	Unlimited	Unlimited	Unlimited
Basic Vehicle Warranty with Non-Navistar Engine	12	Unlimited	Unlimited	Unlimited
Frame Side Rails	84	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited
Spicer Axles	24	Unlimited	Unlimited	Unlimited
Propeller Shaft	24	Unlimited	Unlimited	Unlimited
Eaton Clutch	24	Unlimited	Unlimited	Unlimited
TTC Transmission	24	Unlimited	Unlimited	Unlimited
Eaton/Fuller Transmission	24	Unlimited	Unlimited	Unlimited
Meritor Axles	24	Unlimited	Unlimited	Unlimited
Batteries	12	Unlimited	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
First 90 Days from Delivery to User (DTU) + Towing	3	Unlimited	Unlimited	Unlimited
Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine Non-Navistar)	60	100,000	160,000	Unlimited
MY 2022 CALIFORNA CARB Emissions Coverage	60	350,000	560,000	Unlimited

Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/ nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Included Under Basic Coverage

Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison transmissions, lubricants, Cummins engines, Agility fuel systems, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

LIMITED WARRANTY FOR HV507, HV607
***Effective with vehicles built July 01, 2017 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

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Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
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What is Not Included Under Basic Coverage

Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison transmissions, lubricants, Cummins engines, Agility fuel systems, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

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- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
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- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.



BA

Sales Proposal For:

CITY OF MIDLAND

Presented By:

ROBERTS TRUCK CENTER

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: 4759

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
10101 W INTERSTATE 20
MIDLAND TX 79706 - 2638
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Side Loader, Manual
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 22.28% / 2.53% @ 55 MPH Calc. Geared Speed: 66.7 MPH
DIMENSION:	Wheelbase: 270.00, CA: 202.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARZ	18000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003ADG	18000					
	WHEELS, FRONT	0027DUN	23000	TIRE, FRONT	0760265	18740		
Front GAWR							18000	
Rear Component Ratings	BRAKES, REAR	0004XDR	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UMV	40000					
	WHEELS, REAR	0028DUK	59120	TIRE, REAR	0738213	48040		
	AXLE, REAR, TANDEM	0014GVK	40000					
Rear GAWR							40000	
Overall Vehicle Limitations	TRANSMISSION, AUTOMATIC	0013BCR	62000					
GVWR Based on Axle Ratings***								58000
Calculated GVWR								58000

GCWR Component Rating(s)

Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014GVK	125000				
	TRANSMISSION, AUTOMATIC	0013BCR	999999				
	ENGINE, DIESEL	0012EZA	80000				
Calculated GCWR							80000

*** GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.**
**** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.**
***** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.**
****** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.**

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 270.00 Wheelbase, 202.90 CA, and 96.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4EYM	BRAKE LININGS, REAR {Meritor MA2301} for S-Cam Brake
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKG	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab

Code	Description
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WDU	HAND CONTROL VALVE, AIR for Trailer Brakes, Omit Item
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted
8WJN	BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

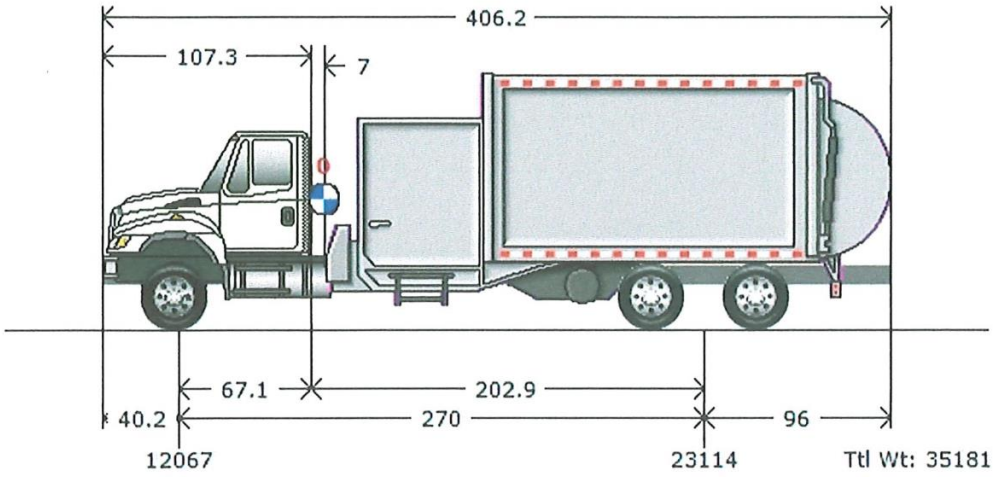
Code	Description
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler
	Includes : DEAERATION SYSTEM with Surge Tank

Code	Description
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUK	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVK	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.86
14UMV	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Right Side, Under Cab
15WDH	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Back of Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Code	Description
	Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

Code	Description
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Kann 29yd Refuse Body

Weight Summary
2025 HV607 SBA (HV607)



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck		
Bumper to Axle	(BA)	40.2
Wheelbase	(WB)	270.00
Axle to Frame	(AF)	96.00
Axle to Back Cab	(ABC)	67.1
Cab to Axle	(CA)	202.9
Usable CA		202.9
CA Reduction Adjustment		0.00
Fuel-Diesel(Gals)		100
DEF(Gals)		7

Body/Trailer		
Body Length	(BL)	292

Chassis/Empty Weights	
Tractor Front Axle:	9,057
Tractor Rear Axle:	7,771

Payloads

Before the Cab			Cab			Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
									1	0	0			

Loads	
Payload Weight:	0
Driver:	250
Fuel-Diesel(Lbs):	710
DEF(Lbs):	63

Weight Distribution	
Total Front Axle:	12,067
Total Rear Axle:	23,114
Total Weight:	35,181

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	Truck		
	Front	Rear	**Total**
Chassis Weight			
Chassis Weight:	9,057	7,771	**16,828**
Fuel:	568	142	**710**
DEF:	46	17	**63**
Empty Body:	2,208	15,122	**17,330**
(Curb Weight):	**11,879**	**23,052**	**34,931**
Loads			
Payloads:	0	0	**0**
Driver:	188	62	**250**
Axle Totals (Gross Weight):	**12,067**	**23,114**	**35,181**

Weight Ratings

	Truck	
	Front	Rear
Axle(axle capacity)	18,000	40,000
Tire(tire capacity)	18,740	48,040
Suspension(suspension capacity)	18,000	40,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")

Wheel Combination	**Load**	**Limit**
1 - 3	35,181	54,000

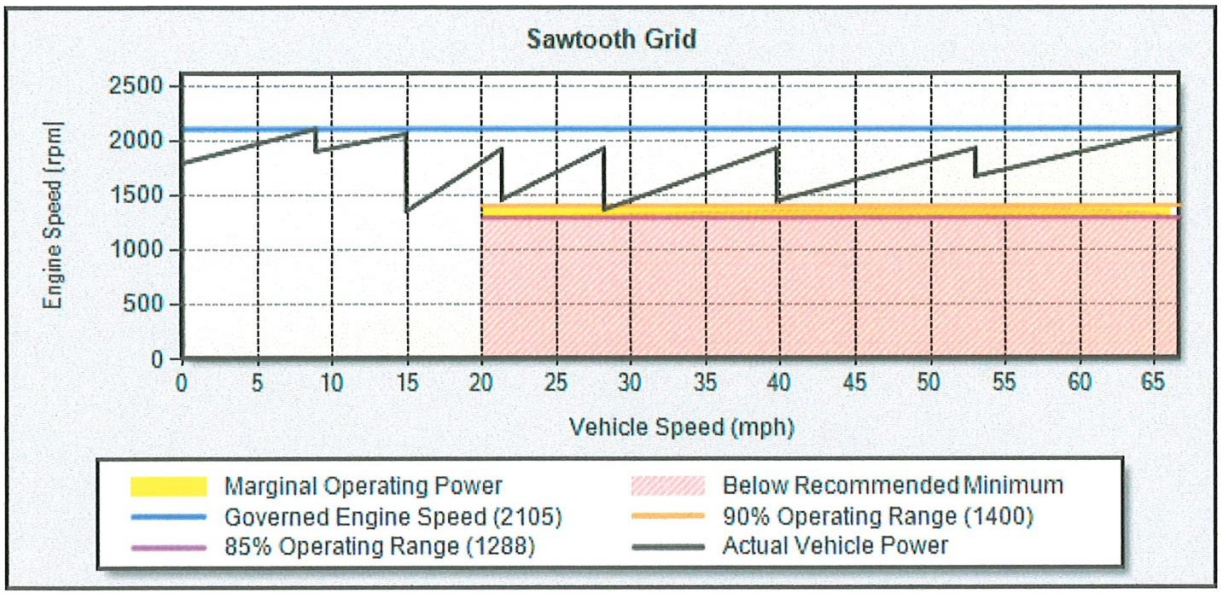
Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 58,000 - Gross Vehicle Weight(GVW) 35,181 = 22,819 Reserves

Weight Summary

* Distributed weights are within capacity limits

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	3.49	0.0	1794	8.9	2105	N/A	63	50	
2C	1.86	8.9	1900	14.9	2060	N/A	63	50	
2L	1.86	14.9	1347	21.3	1921	N/A	63	50	
3L	1.41	21.3	1457	28.2	1926	N/A	63	50	
4L	1.00	28.2	1366	39.7	1925	N/A	63	50	
5L	0.75	39.7	1444	53.0	1925	N/A	63	50	
6L	0.65	53.0	1669	66.7	2100	N/A	63	50	

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	69.4	2187	*****	0.00	
HI GEAR SPEED @ RATED RPM	6L	66.7	2100	*****	1.50	
55.0 MPH STEADY-STATE	6L	55.0	1732	*****	2.53	
TYPICAL OPERATING SPEED	6L	65.0	2047	*****	1.63	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " -----" , VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : ***** GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-421 STALL RATIO: 1.77

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	*****	*****	*****	
AVERAGE MPH	18.9	39.8	54.6	
MISSION MINUTES	29.86	52.03	173.36	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	3.49	0.0	1794	0.00	38.17		STALL
		5.8	1950	232.94	26.38		70% EFF
		7.7	2042	265.08	22.28		80% EFF
		8.9	2105	272.29	19.55		
2C	1.86	8.9	1900	207.01	14.59		
		14.9	2060	268.98	11.03		
2L	1.86	14.9	1347	291.00	12.00		
		21.3	1921	331.59	9.38		
3L	1.41	21.3	1457	314.05	8.84		
		28.2	1926	330.27	6.80		
4L	1.00	28.2	1366	294.08	5.97		
		39.7	1925	328.30	4.41		
5L	0.75	39.7	1444	304.61	4.02		
		53.0	1925	319.71	2.73		
6L	0.65	53.0	1669	319.92	2.73		
		66.7	2100	308.07	1.50		RATED RPM
		67.6	2129	262.89	1.00		
		68.5	2158	216.36	0.50		
		69.5	2188	167.17	0.00		LEVEL ROAD

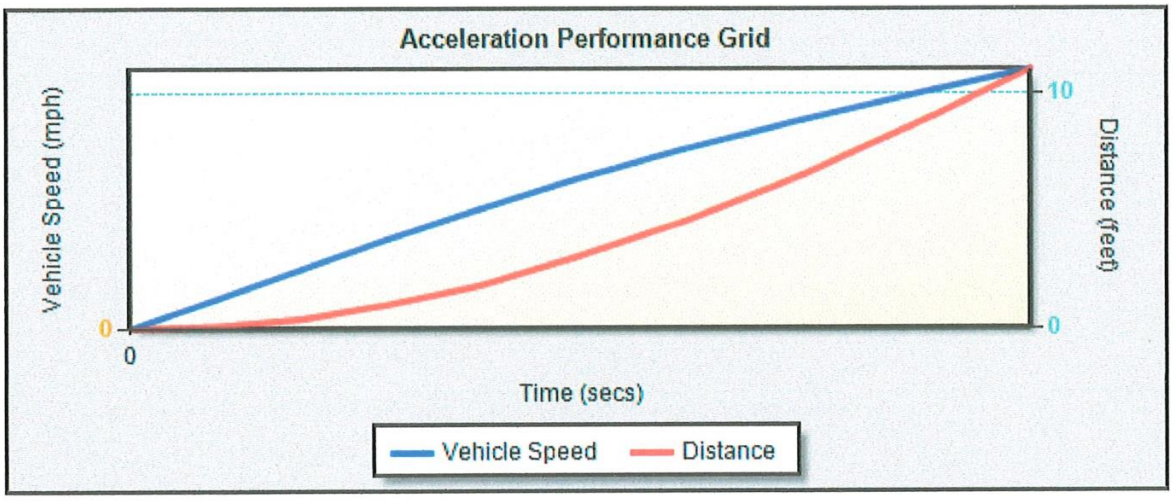
STARTING / TOP GEAR PERFORMANCE

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	3.49	0.0		0.00	38.17		STALL
		7.7		265.08	22.28		80% EFF - Calculated Start Ability

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: VEHICLE CAN ATTAIN MAX SPEED OF 8.7 (MPH) ON GRADE.

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.15	0.1	1.0	
	0.30	0.4	2.0	
	0.45	1.0	3.0	
	0.61	1.8	4.0	
	0.78	3.0	5.0	
	0.97	4.5	6.0	
	1.18	6.5	7.0	
	1.41	9.0	8.0	
	1.58	11.0	8.7	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	5.86
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT2):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	40000
Acceleration Vehicle Spd (MPH):	55.0
Ambient Temperature (F):	70.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL WIDEBASE
TIRE, REAR	8 - RADIAL NORMAL

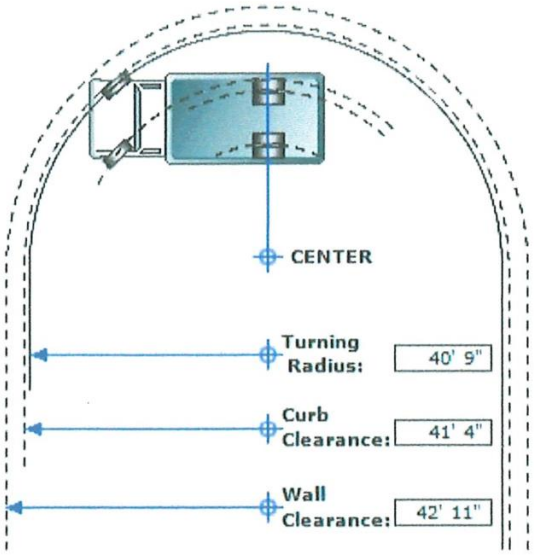
Components

0001AND	AXLE CONFIGURATION {Navistar} 6x4
0002ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013BCR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
0014GVK	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07382135438	TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
07602653208	TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT,TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Turning Radius Summary
2025 HV607 SBA (HV607)



Series:	HV
Model:	HV607
Description:	HV607 SBA
Model Year:	2025

Calculation Factors

Wheelbase:	270
Front Axle:	0002ARZ
Description:	AXLE, FRONT NON-DRIVING, {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
Front Wheel:	0027DUN
Description:	WHEELS, FRONT, {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
Front Tire:	07602653208
Description:	TIRES, 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
Steering Gear:	0005PTB
Description:	STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

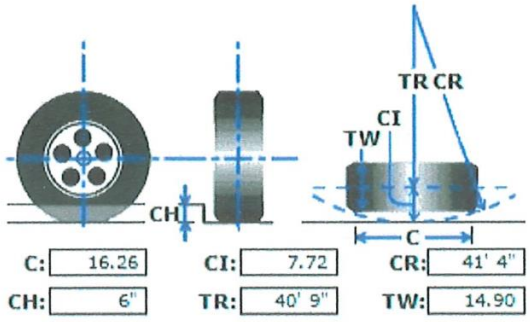
Turning Radius Statistics

General Information

Inside Turn Angle:	40 Degrees
Radial Overhang:	26

Axle Information

KingPin Inclination:	6.25 Degrees
KingPin Center:	71



Turning Radius - Curb View

C	- Curb Contact Length:	16.26
CI	- Curb Clearance Increment:	7.72
CR	- Curb Clearance Radius:	41'4"
CH	- Curb Height:	6"
TR	- Turning Radius:	40'9"
TW	- Tire Width:	14.90

* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Kann Manufacturing Corporation
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

QUOTE

Date	Quote #
11/10/23	00009339

Quote To: ROBERTS TRUCK CENTER
10101 INTERSTATE 20
MIDLAND, TX 79706-

Ship To: ROBERTS TRUCK CENTER
10101 INTERSTATE 20
MIDLAND, TX 79706-

Contact CLAY NELSON
Customer 0019189
Telephone 806-786-9176 **Fax** 432-697-9417

Terms	Expiry Date	Salesperson	Ship Via
NET 30 DAYS	12/10/23	RT	DELIVER

Qty	Part #	Description	Unit price	Ext. Price
1.0	3531545	BODY ASSY 29YD SSL TALL BLADE SLECw/TG	79,558.000	79,558.00
1.0	3530709	PAINT, MISC MATL PPG#FDGH SLC	3,675.000	3,675.00
6.0	1800394-47	PPG#FDGH 913242 A,DESERT TAN	165.000	990.00
1.0	4530098	SNGL HOOK LOAD OPT SLEC	3,943.000	3,943.00
1.0	3531094	LIGHTS, TLGT LED T/B SLEC RR	1,837.000	1,837.00
1.0	4700338	STROBE LIGHT (TARGET)	245.000	245.00
1.0	4530007	STROBE, FRNT SINGLE CODE 3 LED	312.000	312.00
1.0	4530201	SIDE WORK LTS LED, FENDER MNT	165.000	165.00
1.0	4530054	LOADING WORK LIGHTS LED, SLEC	198.000	198.00
1.0	4530130	CAMERA, DUAL PRO-VISION 7"	2,295.000	2,295.00
1.0	4530200	REAR WORK LIGHTS LED, BTM LT BAR	166.000	166.00
1.0	4530109	FIRE EXT 10# CAB MTG INTL BRKT	265.000	265.00
1.0	4530193	VALVE COVER OPT SSL, SLEC FB	115.000	115.00
1.0	4530071	HYD FILTER BYPASS w/IN CAB LT	230.000	230.00
1.0	4530221	CLEAN OUT BTM DRAIN SS OPT, SLEC FB	263.000	263.00
1.0	5530124	SLEC29YD FB SSL FRNT TP PG INT'L 23	40,905.000	40,905.00

FOR: CITY OF MIDLAND

Kann Manufacturing Corporation
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

QUOTE

Sub Total:	135,162.00
Sales Tax:	0.00
Federal Excise Tax:	0.00
Freight:	3,095.00
Total:	138,257.00

-Customer is responsible for throttle advance programming if required.
- F.O.B. Kann Manufacturing Corporation. Freight charge is estimated based upon fuel cost at the time of quotation. The charge subject to change at the time of delivery.
- Modifications to customer supplied chassis will be at the customer's expense and will be added to the customer's invoice. Customers will be notified prior to any modifications.
- If Kann Manufacturing Corporation facilitates the customer purchase of a chassis, C.O.D. terms on both chassis and body will supercede all other specified terms found in this agreement.

*** Ordering Information:

Order date:_____ Number of Units Ordered:_____ Customer's P.O. #:_____

Customer Order Authorization Signature:_____

Kann Manager Authorization: RT_____

Sourcewell
Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Manuel Salinas	Clay Nelson
Address:	P.O.Box 1152	10101 W. I-20
City/State/Zip:	Midland Texas 79702	Midland, Texas 79706
Phone:	432-685-7100	806-786-9176
Email:	msalinas@midlandtexas.gov	clay.nelson@robertstruck.com

Proposal Number	4760
Date	1/2/2024
Quantity of this Specification	3
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 174,823.00
Base Chassis List	$ 121,554.00		
Options List	$ 53,269.00		
Sourcewell Contract Discount		31.0%	$ (54,268.59)
Volume Incentive			$ -
Material Price Increases			$ -
Net Sourcewell Chassis Price			$ 120,554.41
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee		4.00%	$ -
Non-Sourcewell Dealer Supplied Body			
Roll-Offs USA HO6022Q Roll-Off Bed			$ 45,250.00
			$ -
Handling Fee			$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Additional Freight from Durant, Ok to Midland, Tx			$ 1,125.00
			$ -
Additional Floorplan			
Floor Plan for Three Months			$ 1,500.00
			$ -
Additional Fees & Taxes			
Spare Tire/wheel/ Keys/ Fuel, VIT			$ 2,775.00
5% 2025 Build Price Increase			$ 6,215.00
			$ -
Final Sourcewell Per Vehicle Price FOB Durant, Ok			**$ 177,419.41**
Final Sourcewell Total Vehicle(s) Price			**$ 532,258.22**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

LIMITED WARRANTY FOR HV507, HV607
***Effective with vehicles built July 01, 2017 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
Basic Vehicle Warranty	12	Unlimited	Unlimited	Unlimited
Basic Vehicle Warranty with Non-Navistar Engine	12	Unlimited	Unlimited	Unlimited
Frame Side Rails	84	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited
Spicer Axles	24	Unlimited	Unlimited	Unlimited
Propeller Shaft	24	Unlimited	Unlimited	Unlimited
Eaton Clutch	24	Unlimited	Unlimited	Unlimited
TTC Transmission	24	Unlimited	Unlimited	Unlimited
Eaton/Fuller Transmission	24	Unlimited	Unlimited	Unlimited
Meritor Axles	24	Unlimited	Unlimited	Unlimited
Batteries	12	Unlimited	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
First 90 Days from Delivery to User (DTU) + Towing	3	Unlimited	Unlimited	Unlimited
Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine Non-Navistar)	60	100,000	160,000	Unlimited
MY 2022 CALIFORNA CARB Emissions Coverage	60	350,000	560,000	Unlimited

Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/ nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Included Under Basic Coverage

Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison transmissions, lubricants, Cummins engines, Agility fuel systems, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

LIMITED WARRANTY FOR HV507, HV607
***Effective with vehicles built July 01, 2017 or later**

Obtaining Service

Return this vehicle to any International Truck dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

Disclaimer

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER.

No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Telematics Data Disclosure

Your Navistar vehicle may include an activated telematics subscription service. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Navistar, Inc., or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving the uptime for your vehicle, improving our vehicles in the future, and reducing warranty events. If you choose not to allow Navistar to access your data, you may suspend your subscription at www.InternationalTrucks.com/Opt-Out.

Record of Ownership

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature	**Date**
Owner's Address	**City** / **State/Prov** / **Postal Code**
Truck Model	**Vehicle Identification Number**
Engine Model Number	**Engine Serial Number**
Date Delivered to User (DTU)	**Odometer Reading at Delivery**

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.



HV607 SBA

Sales Proposal For:

CITY OF MIDLAND

Presented By:

ROBERTS TRUCK CENTER

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: 4760

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
10101 W INTERSTATE 20
MIDLAND TX 79706 - 2638
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 64000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.25% / 2.34% @ 55 MPH Calc. Geared Speed: 69.4 MPH
DIMENSION:	Wheelbase: 252.00, CA: 184.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARZ	18000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003ADG	18000					
	WHEELS, FRONT	0027DUN	23000	TIRE, FRONT	0760265	18740		
Front GAWR							18000	
Rear Component Ratings	BRAKES, REAR	0004XDR	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UMX	46000					
	WHEELS, REAR	0028DUK	59120	TIRE, REAR	0738213	48040		
	AXLE, REAR, TANDEM	0014HRW	46000					
Rear GAWR							46000	
Overall Vehicle Limitations	TRANSMISSION, AUTOMATIC	0013BCS	80000					
GVWR Based on Axle Ratings***								64000
Calculated GVWR								64000

GCWR Component Rating(s)

Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014HRW	160000				
	TRANSMISSION, AUTOMATIC	0013BCS	80000				
	ENGINE, DIESEL	0012EZA	80000				
Calculated GCWR							80000

*** GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.**
**** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.**
***** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.**
****** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.**

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 252.00 Wheelbase, 184.90 CA, and 59.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKG	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

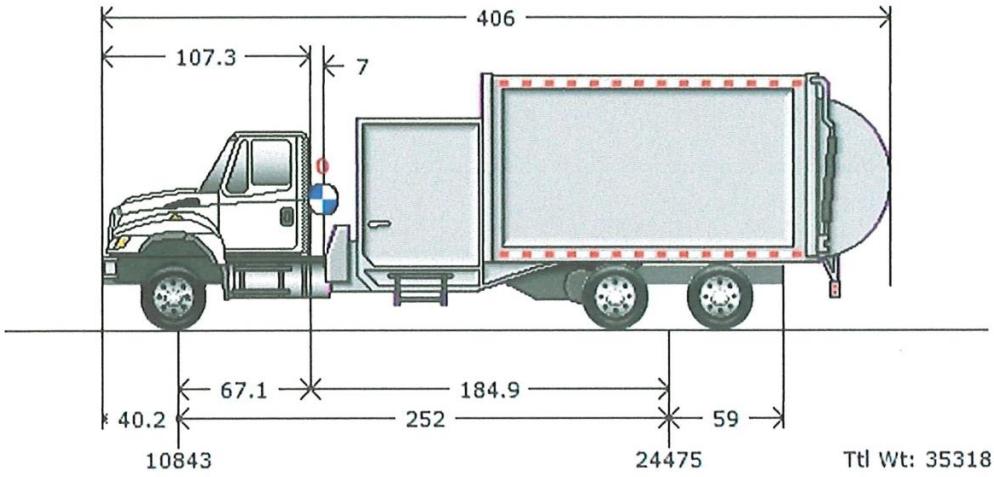
Code	Description
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WDU	HAND CONTROL VALVE, AIR for Trailer Brakes, Omit Item
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted
8WJN	BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

Code	Description
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber

Code	Description
12VBB	AIR CLEANER Dual Element
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, with On/Off Switch
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14HRW	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends . Gear Ratio: 5.63
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Right Side, Under Cab
15WDH	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Back of Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Code	Description
	Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

Code	Description
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	ROLL-OFFS USA Roll-Off Body HO6022Q



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	40.2	Body Length	(BL)	292	Tractor Front Axle:	8,924
Wheelbase	(WB)	252.00				Tractor Rear Axle:	8,041
Axle to Frame	(AF)	59.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	184.9					
Usable CA		184.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		100					
DEF(Gals)		7					

Payloads

Before the Cab			Cab			Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
									1	0	0			

Loads	
Payload Weight:	0
Driver:	250
Fuel-Diesel(Lbs):	710
DEF(Lbs):	63

Weight Distribution	
Total Front Axle:	10,843
Total Rear Axle:	24,475
Total Weight:	35,318

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	Truck		
	Front	Rear	**Total**
Chassis Weight			
Chassis Weight:	8,924	8,041	**16,965**
Fuel:	558	152	**710**
DEF:	45	18	**63**
Empty Body:	1,128	16,202	**17,330**
(Curb Weight):	**10,655**	**24,413**	**35,068**
Loads			
Payloads:	0	0	**0**
Driver:	188	62	**250**
Axle Totals (Gross Weight):	**10,843**	**24,475**	**35,318**

Weight Ratings

	Truck	
	Front	Rear
Axle(axle capacity)	18,000	46,000
Tire(tire capacity)	18,740	48,040
Suspension(suspension capacity)	18,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")

Wheel Combination	**Load**	**Limit**
1 - 3	35,318	53,000

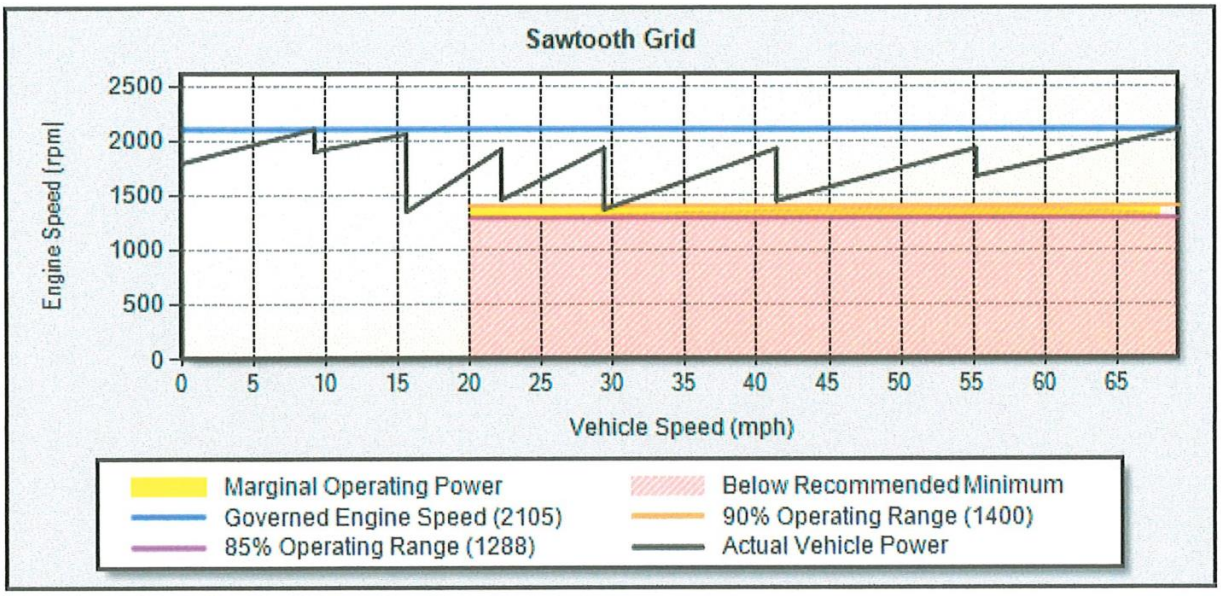
Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 64,000 - Gross Vehicle Weight(GVW) 35,318 = 28,682 Reserves

Weight Summary

* Distributed weights are within capacity limits

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail Veh Spd (MPH)	Upshift Power Avail Eng Spd (RPM)	Govern Power Avail Veh Spd (MPH)	Govern Power Avail Eng Spd (RPM)	Peak Power Comparison Gear Step (%)	Peak Power Comparison 85% Range (%)	Peak Power Comparison 90% Range (%)	Warn Msg
1C	3.49	0.0	1794	9.2	2105	N/A	63	50	
2C	1.86	9.2	1900	15.6	2060	N/A	63	50	
2L	1.86	15.6	1347	22.2	1921	N/A	63	50	
3L	1.41	22.2	1457	29.4	1926	N/A	63	50	
4L	1.00	29.4	1366	41.4	1925	N/A	63	50	
5L	0.75	41.4	1444	55.2	1925	N/A	63	50	
6L	0.65	55.2	1669	69.4	2100	N/A	63	50	

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	72.1	2182	*****	0.00	
HI GEAR SPEED @ RATED RPM	6L	69.4	2100	*****	1.23	
55.0 MPH STEADY-STATE	6L	55.0	1664	*****	2.34	
TYPICAL OPERATING SPEED	6L	65.0	1966	*****	1.54	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " -----" , VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : ***** GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-421 STALL RATIO: 1.77

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	*****	*****	*****	
AVERAGE MPH	18.9	39.7	54.6	
MISSION MINUTES	29.97	52.13	173.39	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	3.49	0.0	1794	0.00	32.62		STALL
		6.0	1950	233.42	22.74		70% EFF
		8.0	2042	265.74	19.25		80% EFF
		9.2	2105	273.08	16.91		
2C	1.86	9.2	1900	207.80	12.63		
		15.6	2060	270.46	9.56		
2L	1.86	15.6	1347	292.49	10.40		
		22.2	1921	333.95	8.13		
3L	1.41	22.2	1457	316.41	7.66		
		29.4	1926	333.73	5.89		
4L	1.00	29.4	1366	297.54	5.17		
		41.4	1925	333.98	3.80		
5L	0.75	41.4	1444	310.28	3.47		
		55.2	1925	328.51	2.33		
6L	0.65	55.2	1669	328.73	2.33		
		69.4	2100	320.76	1.23		RATED RPM
		69.9	2116	296.65	1.00		
		71.0	2148	244.76	0.50		
		72.1	2182	189.84	0.00		LEVEL ROAD

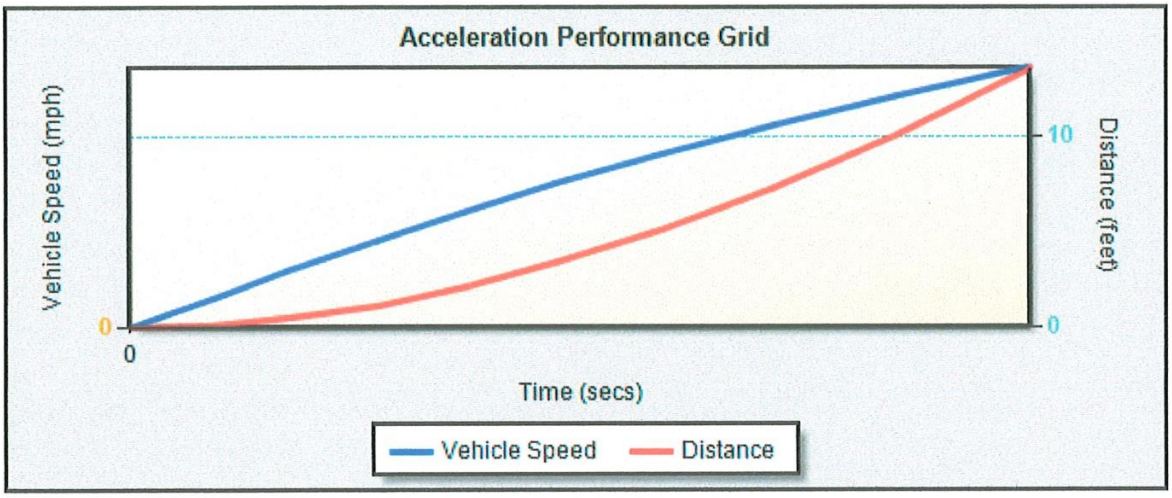
STARTING / TOP GEAR PERFORMANCE

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	3.49	0.0		0.00	32.62		STALL
		8.0		265.74	19.25		80% EFF - Calculated Start Ability

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: VEHICLE CAN ATTAIN MAX SPEED OF 9.0 (MPH) ON GRADE.

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.17	0.1	1.0	
	0.33	0.5	2.0	
	0.51	1.1	3.0	
	0.69	2.1	4.0	
	0.88	3.4	5.0	
	1.10	5.1	6.0	
	1.33	7.3	7.0	
	1.58	10.0	8.0	
	1.85	13.4	9.0	
	1.86	13.6	9.0	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	5.63
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT2):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	46000
Acceleration Vehicle Spd (MPH):	55.0
Ambient Temperature (F):	70.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL WIDEBASE
TIRE, REAR	8 - RADIAL NORMAL

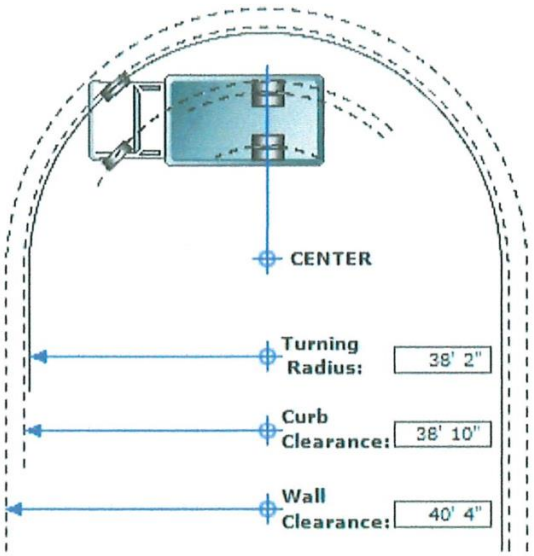
Components

0001AND	AXLE CONFIGURATION {Navistar} 6x4
0002ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
0014HRW	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07382135438	TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
07602653208	TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY

DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT,TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.



Series:	HV
Model:	HV607
Description:	HV607 SBA
Model Year:	2025

Calculation Factors

Wheelbase:	252
Front Axle:	0002ARZ
Description:	AXLE, FRONT NON-DRIVING, {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
Front Wheel:	0027DUN
Description:	WHEELS, FRONT, {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
Front Tire:	07602653208
Description:	TIRES, 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
Steering Gear:	0005PTB
Description:	STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

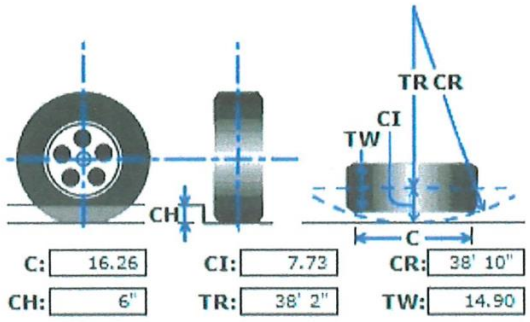
Turning Radius Statistics

General Information

Inside Turn Angle:	40 Degrees
Radial Overhang:	26

Axle Information

KingPin Inclination:	6.25 Degrees
KingPin Center:	71



Turning Radius - Curb View

C	- Curb Contact Length:	16.26
CI	- Curb Clearance Increment:	7.73
CR	- Curb Clearance Radius:	38'10"
CH	- Curb Height:	6"
TR	- Turning Radius:	38'2"
TW	- Tire Width:	14.90

* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0049953
Order Date: 12/5/2023

Salesperson: HOUS
Customer Number: ROBTRU

Sold To:
Roberts Truck Center
4510 AVE A
Clay 806-786-9176
Lubbock, TX 79404
Confirm To:
Clay Nelson 806-786-9176

Ship To:
Roberts Truck Center
CPU
8567 US HWY 70
Mead, OK 73449

Customer P.O.	Ship VIA	F.O.B.	Terms
	CPU		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
HO6022Q	EACH	1.000	0.000	0.000	31,000.000	31,000.00
HOIST QUICKMOUNT 60K			Whse: 000			
SN: TBD TRUCK VIN: TBD POLY FENDERS 40 GAL HYD TANK 7ga (4 BOLTS 3 WELDS) -STANDARD SIDE MOUNT INSIDE CAB CONTROLS 5 BANK VALVE W/HARD PLUMBING 1/2" X 4" APPROACH RAMPS OPEN FRONT TOOL BOX ROA MUD FLAPS HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION LED LIGHTS APRON SET FOR KENWORTH T880 TRUCK - **** NEED TO VERIFY **** REAR WINDOW SCREEN PAINTED GLOSS BLACK						
HOTARPERPION1	EACH	1.000	0.000	0.000	8,000.000	8,000.00
PIONEER TARPER RP4500SARG			Whse: 000			
SN: TBD PIONEER 4500 SARG TARPER						
HO-HOIMOU	EACH	1.000	0.000	0.000	6,250.000	6,250.00
HOIST MOUNTED (LABOR)			Whse: 000			
HOIST AND TARPER MOUNT						

****** CHASSIS TO ARRIVE IN SUMMER 2024 (TBD) ******
**** QUOTE VALID FOR 90 DAYS ****

Net Order:	45,250.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	45,250.00

City Council Meeting

Item Number: 9

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF SIX (6) PICKUP TRUCKS WITH UPFITTING FROM CHASTANG ENTERPRISES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $652,834.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of six (6) ½ ton pickup trucks with upfitting from Chastang Enterprises, Inc. through HGAC contract FS12-23 for a cost of $652,834.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Operating Fund budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending the purchase of six (6) ½ ton pickup trucks with upfitting from Chastang Enterprises, Inc. through HGAC contract FS12-23 fort he Fire Department. These vehicles are available on the Houston-Galveston Area Council (HGACBuy). We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to

seek competitive bids for those purchases. These vehicles are replacements to the fleet. The total FY2024 available budget for this equipment is $666,000.00. Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of six (6) ½ ton pickup trucks with upfitting from Chastang Enterprises, Inc. through HGAC contract FS12-23 for a cost of $652,834.00.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: HGAC Buy Contract# FS12-23

DATE: 02/20/2024

Fleet Services is requesting the purchase of (6) six ½ ton pickups with upfitting. These units will be replacements for units that have gone beyond their service life. Budgeted amount for FY2024 for (6) six ½ ton pickups with upfitting is $666,000.00. The purchasing amount of $652,834.00 is being offered through HGAC Buy contract # FS12-23 for (6) six ½ ton pickups with upfitting from Chastang Ford.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF SIX (6) PICKUP TRUCKS WITH UPFITTING FROM CHASTANG ENTERPRISES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $652,834.00

WHEREAS, the Houston-Galveston Area Council ("*H-GAC*") is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Chastang Enterprises, Inc., has submitted a total proposed cost to the City of $652,834.00 for the purchase of a six (6) pickup trucks with upfitting through H-GAC, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Chastang Enterprises, Inc., through H-GAC for said pickup trucks to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said pickup trucks from Chastang Enterprises, Inc., through H-GAC for a total cost of $652,834.00;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to purchase six (6) pickup trucks with upfitting from Chastang Enterprises, Inc., for a total cost of $652,834.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Chastang Enterprises, Inc., for said pickup trucks from funds available in the Garage Operating Fund budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the

City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-23	Date Prepared:	2/12/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	MIDLAND FIRE DEPT	Contractor:	CHASTANG \FORD
Contact Person:	DAVID STACY	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:	dstacy@midlandtexas.gov	Email:	emiller@chastangautogroup.com

Product Description	F1	2024 F150 FIRE CHIEF/ BATTALLION CHIEF TYOPE PICKUP

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 86,988

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
F4H - 4WD UPGRADE	3,295		
653A- XLT UPGRADE	4,295		
SP101 - SPECIAL PAINT - RACE RED	795		
59S - LED SPOTLAMPS	170		
85H - BACKUP ALARM	220		
55A - OFF ROAD PKG	1095		
53T - TOW HAUL PKG	785		
54Y - MAN FOLDING PWR MIRRORS	275		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	10,930

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
LIGHTNG AND GRAPHICS FOR FMO	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	97,918	=	Subtotal D:	195836

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1,000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DISCOUNT PER UNIT 7882 X 2	-15764
		Subtotal F:	-15764

Delivery Date:	12-16 WEEKS	G. Total Purchase Price (D+E+F):	181,072

HGACBuy THE SMART PURCHASING SOLUTION

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-23	Date Prepared:	2/12/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	MIDLAND FIRE DEPT	Contractor:	CHASTANG \FORD
Contact Person:	DAVID STACY	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:	dstacy@midlandtexas.gov	Email:	emiller@chastangautogroup.com

Product Description	F1	2024 F150 FIRE CHIEF/ BATTALLION CHIEF TYOPE PICKUP

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 86,988

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
F4H - 4WD UPGRADE	3,295		
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SP101 - SPECIAL PAINT - RACE RED	795		
59S - LED SPOTLAMPS	170		
85H - BACKUP ALARM	220		
55A - OFF ROAD PKG	1095		
53T - TOW HAUL PKG	785		
54Y - MAN FOLDING PWR MIRRORS	275		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	10,930

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
LIGHTNG AND GRAPHICS FOR FMO	16,520		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	16,520

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 17%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	114,438	=	Subtotal D:	228876

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1,000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DISCOUNT PER UNIT 5500 X 2	-11000
		Subtotal F:	-11000

Delivery Date:	12-16 WEEKS	G. Total Purchase Price (D+E+F):	218,876

HGACBuy THE SMART PURCHASING SOLUTION

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-23	Date Prepared:	2/12/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	MIDLAND FIRE DEPT	Contractor:	CHASTANG \FORD
Contact Person:	DAVID STACY	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:	dstacy@midlandtexas.gov	Email:	emiller@chastangautogroup.com

Product Description	F1	2024 F150 FIRE CHIEF/ BATTALLION CHIEF TYOPE PICKUP

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 86,988

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
F4H - 4WD UPGRADE	3,295		
653A- XLT UPGRADE	4,295		
SP101 - SPECIAL PAINT - RACE RED	795		
59S - LED SPOTLAMPS	170		
85H - BACKUP ALARM	220		
55A - OFF ROAD PKG	1095		
53T - TOW HAUL PKG	785		
54Y - MAN FOLDING PWR MIRRORS	275		
NCU18U1 - MOBILE POWER	12275		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	23,205

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
LIGHTNG AND GRAPHICS FOR BATALLION	22,500		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	22,500

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 20%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	132,693	=	Subtotal D:	265386

E. H-GAC Order Processing Charge (Amount Per Current Policy) — Subtotal E: 1,000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DISCOUNT PER UNIT 6750 X 2	-13500
		Subtotal F:	-13500

Delivery Date:	12-16 WEEKS	G. Total Purchase Price (D+E+F):	252,886

HGACBuy THE SMART PURCHASING SOLUTION

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-23	Date Prepared:	2/12/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	MIDLAND FIRE DEPT	Contractor:	CHASTANG \FORD
Contact Person:	DAVID STACY	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:	dstacy@midlandtexas.gov	Email:	emiller@chastangautogroup.com

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653A- XLT UPGRADE	4,295		
SP101 - SPECIAL PAINT - RACE RED	795		
59S - LED SPOTLAMPS	170		
85H - BACKUP ALARM	220		
55A - OFF ROAD PKG	1095		
53T - TOW HAUL PKG	785		
54Y - MAN FOLDING PWR MIRRORS	275		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	10,930

HGACBuy THE SMART PURCHASING SOLUTION

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
LIGHTNG AND GRAPHICS FOR FMO	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	97,918	=	Subtotal D:	195836

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1,000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DISCOUNT PER UNIT 7882 X 2	-15764
		Subtotal F:	-15764

Delivery Date:	12-16 WEEKS	G. Total Purchase Price (D+E+F):	181,072

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-23	Date Prepared:	2/12/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	MIDLAND FIRE DEPT	Contractor:	CHASTANG \FORD
Contact Person:	DAVID STACY	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:	dstacy@midlandtexas.gov	Email:	emiller@chastangautogroup.com

Product Description	F1	2024 F150 FIRE CHIEF/ BATTALLION CHIEF TYOPE PICKUP

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653A- XLT UPGRADE	4,295		
SP101 - SPECIAL PAINT - RACE RED	795		
59S - LED SPOTLAMPS	170		
85H - BACKUP ALARM	220		
55A - OFF ROAD PKG	1095		
53T - TOW HAUL PKG	785		
54Y - MAN FOLDING PWR MIRRORS	275		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	10,930

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
LIGHTNG AND GRAPHICS FOR FMO	16,520		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	16,520

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 17%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	114,438	=	Subtotal D:	228876

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1,000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DISCOUNT PER UNIT 5500 X 2	-11000
		Subtotal F:	-11000

Delivery Date:	12-16 WEEKS	G. Total Purchase Price (D+E+F):	218,876

HGACBuy THE SMART PURCHASING SOLUTION

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-23	Date Prepared:	2/12/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	MIDLAND FIRE DEPT	Contractor:	CHASTANG \FORD
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55A - OFF ROAD PKG	1095		
53T - TOW HAUL PKG	785		
54Y - MAN FOLDING PWR MIRRORS	275		
NCU18U1 - MOBILE POWER	12275		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	23,205

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
LIGHTNG AND GRAPHICS FOR BATALLION	22,500		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	22,500

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 20%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	132,693	=	Subtotal D:	265386

E. H-GAC Order Processing Charge (Amount Per Current Policy) — Subtotal E: 1,000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DISCOUNT PER UNIT 6750 X 2	-13500
		Subtotal F:	-13500

Delivery Date:	12-16 WEEKS	G. Total Purchase Price (D+E+F):	252,886

HGACBuy THE SMART PURCHASING SOLUTION

City Council Meeting

Item Number: 10

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,675,129.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of cars and light trucks.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for two (2) Administrative Cars, two (2) Full size ½ ton regular cab pickup/spotlight, sixteen (16) Full size ½ ton regular cab pickups, three (3) Full size ½-ton extended cab pickup, one (1) Full size ¾ - ton crew cab with diesel engine, four (4) Full size ¾ ton extended cab, two (2) Full size ¾ ton Cab & Chassis, one (1) Full size ¾ ton regular cab with spotlight and nerf bars, two (2) Full size ¾ ton regular cab, one (1) Full size 1-ton cab & chassis 4x4, five (5) SUV Mid-Size, one (1) SUV Mid- Size 4x4, one (1) Full Size SUV, and one (1) Minivan.

Therefore, please consider a resolution approving the purchase of vehicles as shown below:

Item	Dealership	Total Cost
1	Sewell Family of Companies of Odessa, Texas	$53,590.00
2	Grapevine DCJ, LLC of Grapevine, Texas	$75,402.00
3	Grapevine DCJ, LLC of Grapevine, Texas	$597,616.00
4	Grapevine DCJ, LLC of Grapevine, Texas	$112,053.00
5	Grapevine DCJ, LLC of Grapevine, Texas	$57,725.00
6	Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas	$198,375.00
7	Sames Motor Co. of Bastrop, Texas	$101,428.00
8	Grapevine DCJ, LLC of Grapevine, Texas	$44,435.00
9	Grapevine DCJ, LLC of Grapevine, Texas	$89,070.00
10	Sames Motor Co. of Bastrop, Texas	$54,215.00
11	American Vet Works Inc. of Northport, New York	$168,875.00
12	American Vet Works Inc. of Northport, New York	$39,475.00
13	American Vet Works Inc. of Northport, New York	$41,875.00
14	Sewell Family of Companies of Odessa, Texas	$40,995.00
	Total Cost for all vehicles	**$1,675,129.00**

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Bid proposal for Admin Cars, Light Trucks and Suv's

DATE: 03/06/2024

Item 1 : Fleet services is requesting the purchase of (2) two administrative cars that will be replacements for units that have gone beyond their useful life. Budgeted amount for FY24 is $61,500 for (2) two admin cars. Sewell Family of Companies has submitted a bid proposal in the purchasing amount of $53,590 for (2) two admin cars. Fleet services accepts this bid from Sewell Family of Companies.

Item 2: Fleet services is requesting the purchase of (2) two ½ ton regular cab trucks with spotlights that will be replacements for units that have gone beyond their useful life. Budgeted amount for FY24 for (2) two ½ ton regular cab trucks with spotlights is $79,500. Grapevine DCJ has submitted a bid proposal in the purchasing amount of $75,402 for (2) two ½ ton regular cab trucks with spotlights. Fleet services accepts this bid from Grapevine DCJ which meets all specifications.

Item 3: Fleet services is requesting the purchase of (16) sixteen ½ ton regular cab trucks that will be replacements for units that have gone beyond their useful life. Budgeted amount for FY24 for (16) sixteen ½ ton regular cab trucks is

$538,900. Grapevine DCJ has submitted a bid proposal in the purchasing amount of $597,616 for (16) sixteen ½ ton regular cab trucks. Fleet services accepts this bid from Grapevine DCJ which meets all specifications.

Item 4: Fleet services is requesting the purchase of (3) three ½ ton extended cab truck that will be a replacement for a unit that has gone beyond its useful life. Budgeted amount for FY24 is $140,450 for (1) one ½ ton extended cab truck. Grapevine DCJ has submitted a bid proposal in the amount of $112,053 for (1) one ½ ton extended cab truck. Fleet services accepts this bid from Grapevine DCJ which meets specifications.

Item 5: Fleet services is requesting the purchase of (1) one ¾ ton crew cab diesel truck that will be a replacement for a unit that has gone beyond its useful life. Budgeted amount for FY24 is $59,550 for (1) one ¾ ton crew cab diesel truck. Grapevine DCJ has submitted a bid proposal in the amount of $57,725 for (1) one ¾ ton crew cab diesel truck. Fleet services accepts this bid from Grapevine DCJ which meets specifications.

Item 6: Fleet services is requesting the purchase of (4) four ¾ ton extended cab trucks that will be replacements for units that have gone beyond their useful life. Budgeted amount for FY24 is $188,250 for (4) four ¾ ton extended cab trucks. Gilchrist Automotive Group has submitted a bid proposal in the amount of $198,375 for (4) four ¾ ton extended cab trucks. Fleet services accepts this bid from Gilchrist Automotive Group which meets specifications.

Item 7: Fleet services is requesting the purchase of (2) two ¾ ton cab and chassis trucks that will be replacements for units that have gone beyond their useful life. Budgeted amount for FY24 is $103,315 for (2) two ¾ ton cab and chassis trucks. Sames Motor Co. has submitted a bid proposal in the amount of $101,428 for (2) two ¾ ton cab and chassis trucks. Fleet services accepts this bid from Sames Motor Co. which meets specifications.

Item 8: Fleet services is requesting the purchase of (1) one ¾ ton regular cab truck with a spotlight that will be a replacement for a unit that has gone beyond its useful life. Budgeted amount for FY24 is $42,050 for (1) one ¾ ton regular cab truck with a spotlight. Grapevine DCJ has submitted a bid proposal in the amount of $44,435 for (1) one ¾ ton regular cab truck with a spotlight. Fleet services accepts this bid from Grapevine DCJ which meets specifications.

Item 9: Fleet services is requesting the purchase of (2) two ¾ ton regular cab trucks which will be replacements for units that have gone beyond their service

life. Budgeted amount for FY24 is $80,900 for (2) two ¾ ton regular cab trucks. Grapevine DCJ has submitted a bid proposal in the amount of $89,070 for (2) two ¾ ton regular cab trucks. Fleet services accepts this bid from Grapevine DCJ which meets specifications.

Item 10: Fleet services is requesting the purchase of (1) one 1-ton cab and chassis 4x4 truck that will be a replacement for a unit that has gone beyond its useful life. Budgeted amount for FY24 is $38,950 for (1) one 1-ton cab and chassis 4x4 truck. Sames Motor Co. has submitted a bid proposal in the amount of $54,215 for (1) one 1-ton cab and chassis 4x4 truck. Fleet services accepts this bid from Sames Motor Co which meets specifications.

Item 11: Fleet services is requesting the purchase of (5) five mid-size suv's that will be replacements for units that have gone beyond their useful life. Budgeted amount for FY24 is $189,500 for (5) five mid-size suv's . American Vet Works Inc. has submitted a bid proposal in the amount of $168,875 for (5) five mid-size suv's. Fleet services accepts this bid from American Vet Works Inc which meets specifications.

Item 12: Fleet services is requesting the purchase of (1) one mid-size suv 4x4 that will be a replacement for a unit that has gone beyond its useful life. Budgeted amount for FY24 is $40,850 for (1) one mid-size suv 4x4. American Vet Works Inc. has submitted a bid proposal in the amount of $39,475 for (1) one mid-size suv 4x4 . Fleet services accepts this bid from American Vet Works Inc. which meets specifications.

Item 13: Fleet services is requesting the purchase of (1) one full size suv that will be a replacement for a unit that has gone beyond its useful life. Budgeted amount for FY24 is $49,500 for (1) one full size suv. American Vet Works inc. has submitted a bid proposal in the amount of $41,875 for (1) one full size suv. Fleet services accepts this bid from American Vet Works Inc. which meets specifications.

Item 14: Fleet services is requesting the purchase of (1) one mini van that will be a replacement for a unit that has gone beyond its useful life. Budgeted amount for FY24 is $31,500 for (1) one mini van . Sewell Family of Companies has submitted a bid proposal in the amount of $40,995 for (1) one mini van. Fleet services accepts this bid from Sewell Family of Companies which meets specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,675,129.00

WHEREAS, the City Manager approved the specifications and authorized the advertisement for bids for the purchase of various vehicles for the General Services Department; and

WHEREAS, Bid No. 24002374 was opened on February 14, 2024, with the lowest and/or most advantageous bids being submitted by the following bidders, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes:

Item	Dealership	Total Cost
1	Sewell Family of Companies of Odessa, Texas	$53,590.00
2	Grapevine DCJ, LLC of Grapevine, Texas	$75,402.00
3	Grapevine DCJ, LLC of Grapevine, Texas	$597,616.00
4	Grapevine DCJ, LLC of Grapevine, Texas	$112,053.00
5	Grapevine DCJ, LLC of Grapevine, Texas	$57,725.00
6	Gilchrist Automotive Group dba Triple Crown Ford of Stephenville, Texas	$198,375.00
7	Sames Motor Co. of Bastrop, Texas	$101,428.00
8	Grapevine DCJ, LLC of Grapevine, Texas	$44,435.00
9	Grapevine DCJ, LLC of Grapevine, Texas	$89,070.00
10	Sames Motor Co. of Bastrop, Texas	$54,215.00
11	American Vet Works Inc. of Northport, New York	$168,875.00
12	American Vet Works Inc. of Northport, New York	$39,475.00
13	American Vet Works Inc. of Northport, New York	$41,875.00
14	Sewell Family of Companies of Odessa, Texas	$40,995.00
	Total Cost for all vehicles	**$1,675,129.00**

WHEREAS, the City Council finds the prices proposed by the respective bidders to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said vehicles from the respective bidders listed herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the above-referenced vehicles from the respective bidders listed herein for a total cost of $1,675,129.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay the respective bidders for said vehicles from funds available in the Garage Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____

John Ohnemiller, City Attorney

24002374 Cars, Light Trucks, and SUVs
Bid Opening : Februay 14, 2024

			American Vet Works Inc		Gilchrist Automotive Group - PEGASUS CDJR - CHEVROLET LLC - TRIPLE CROWN FORD LINCOLN LLC		Grapevine DCJ, LLC		PLATINUM FORD NORTH		Sames Motor Co.		Sewell Family of Companies		Toyota of Midland	
	Total Cost		$311,775.00		$ 2,025,180.33		$1,519,845.00		$1,774,231.55		$1,813,531.00		$1,849,168.00		$ 227,368.83	
#	Items	Quantity Required	COST OF EACH	TotalCost	COST OF EACH	TotalCost	COST OF EACH	TotalCost	COST OF EACH	TotalCost	COST OF EACH	TotalCost	COST OF EACH	TotalCost	COST OF EACH	TotalCost
#0-1	Administrative Cars; Spec 4.2.	2		$61,550.00	$ 27,987.29	$ 55,974.58	$35,783.00	$71,566.00	No Bid	No Bid	$28,685.00	$57,370.00	$ 26,795.0	**$53,590.00**	$ 43,204.08	$ 86,408.16
#0-2	pickup/spotlight; Spec 4.3.	2	No Bid	No Bid	$ 48,391.75	$ 96,783.5	$37,701.00	**$75,402.00**	$ 43,304.63	$ 86,609.26	$40,320.00	$80,640.00	$42,276.00	$84,552.00	No Bid	No Bid
#0-3	4.4.	16	No Bid	No Bid	$ 47,291.75	$ 756,668.0	$37,351.00	**$597,616.00**	$ 42,204.63	$ 675,274.08	$39,652.00	$634,432.00	$41,426.00	$662,816.00	No Bid	No Bid
#0-4	4.5.	3	No Bid	No Bid	$45,949.00	$137,847.00	$37,351.00	**$112,053.00**	$ 46,116.63	$138,349.89	$43,237.00	$129,711.00	$ 44,910.0	$134,730.00	$ 46,986.89	$140,960.67
#0-5	engine; Spec 4.6.	1	No Bid	No Bid	$ 60,292.75	$ 60,292.75	$57,725.00	**$57,725.00**	$ 64,555.15	$ 64,555.15	$63,191.00	$63,191.00	$65,635.00	$65,635.00	No Bid	No Bid
#0-6	Full size ¾ ton extended cab; Spec 4.7.	4	No Bid	No Bid	$ 49,593.75	**$ 198,375.0**	$57,225.00	$228,900.00	$ 53,306.51	$ 213,226.04	$52,904.00	$211,616.00	$51,889.00	$207,556.00	No Bid	No Bid
#0-7	Full size ¾ ton Cab & Chassis; Spec 4.8.	2	No Bid	No Bid	$ 54,886.75	$ 109,773.5	$99,999.00	$199,998.00	$ 52,249.51	$ 104,499.02	$50,714.00	**$101,428.00**	$52,699.00	$105,398.00	No Bid	No Bid
#0-8	and nerf bars; Spec 4.9.	1	No Bid	No Bid	$ 48,974.75	$ 48,974.75	$44,435.00	**$44,435.00**	$ 49,404.51	$ 49,404.51	$47,805.00	$47,805.00	$50,174.00	$50,174.00	No Bid	No Bid
#0-9	Full size ¾ ton regular cab; Spec 4.10.	2	No Bid	No Bid	$ 47,874.75	$ 95,749.5	$44,535.00	**$89,070.00**	$ 47,145.51	$ 94,291.02	$46,875.00	$93,750.00	$49,324.00	$98,648.00	No Bid	No Bid
#0-10	Full size 1-ton cab & chassis 4x4; Spec 4.11.	1	No Bid	No Bid	$ 58,433.75	$ 58,433.75	No Bid	No Bid	$ 57,350.51	$ 57,350.51	$ 54,215.0	**$ 54,215.0**	$55,794.00	$55,794.00	No Bid	No Bid
#0-11	SUV Mid-Size; Spec 4.12.	5	$33,775.00	**$168,875.00**	$ 48,013.75	$ 240,068.75	No Bid	No Bid	$ 38,936.75	$ 194,683.75	$38,046.00	$190,230.00	$38,455.00	$192,275.00	No Bid	No Bid
#0-12	SUV Mid- Size 4x4; Spec 4.13.	1	$39,475.00	**$39,475.00**	$ 50,318.75	$ 50,318.75	No Bid	No Bid	$ 40,981.69	$ 40,981.69	$39,923.00	$39,923.00	$40,455.00	$40,455.00	No Bid	No Bid
#0-13	Full Size SUV; Spec 4.14.	1	$41,875.00	**$41,875.00**	$ 70,862.75	$ 70,862.75	No Bid	No Bid	$ 55,006.63	$ 55,006.63	$55,273.00	$55,273.00	$56,550.00	$56,550.00	No Bid	No Bid
#0-14	Minivan; Spec 4.15.	1	No Bid	No Bid	$ 45,057.75	$ 45,057.75	$43,080.00	$43,080.00	No Bid	No Bid	$53,947.00	$53,947.00	$40,995.00	**$40,995.00**	No Bid	No Bid

Bidding Summary

42 **Bid requestes were issued**
7 **Bids were listed above**
0 **NO BIDS were received**
35 **Bidders did not respond**

Exhibit A

24002374 Cars, Light Trucks, and SUVs
Bid Opening : Februay 14, 2024

			American Vet Works Inc		Gilchrist Automotive Group - PEGASUS CDJR - CHEVROLET LLC - TRIPLE CROWN FORD LINCOLN LLC		Grapevine DCJ, LLC		PLATINUM FORD NORTH		Sames Motor Co.		Sewell Family of Companies		Toyota of Midland	
	Total Cost		$311,775.00		$ 2,025,180.33		$1,519,845.00		$1,774,231.55		$1,813,531.00		$1,849,168.00		$ 227,368.83	
#	Items	Quantity Required	COST OF EACH	TotalCost	COST OF EACH	TotalCost	COST OF EACH	TotalCost	COST OF EACH	TotalCost	COST OF EACH	TotalCost	COST OF EACH	TotalCost	COST OF EACH	TotalCost
#0-1	Administrative Cars; Spec 4.2.	2		$61,550.00	$ 27,987.29	$ 55,974.58	$35,783.00	$71,566.00	No Bid	No Bid	$28,685.00	$57,370.00	$ 26,795.0	**$53,590.00**	$ 43,204.08	$ 86,408.16
#0-2	pickup/spotlight; Spec 4.3.	2	No Bid	No Bid	$ 48,391.75	$ 96,783.5	$37,701.00	**$75,402.00**	$ 43,304.63	$ 86,609.26	$40,320.00	$80,640.00	$42,276.00	$84,552.00	No Bid	No Bid
#0-3	4.4.	16	No Bid	No Bid	$ 47,291.75	$ 756,668.0	$37,351.00	**$597,616.00**	$ 42,204.63	$ 675,274.08	$39,652.00	$634,432.00	$41,426.00	$662,816.00	No Bid	No Bid
#0-4	4.5.	3	No Bid	No Bid	$45,949.00	$137,847.00	$37,351.00	**$112,053.00**	$ 46,116.63	$138,349.89	$43,237.00	$129,711.00	$ 44,910.0	$134,730.00	$ 46,986.89	$140,960.67
#0-5	engine; Spec 4.6.	1	No Bid	No Bid	$ 60,292.75	$ 60,292.75	$57,725.00	**$57,725.00**	$ 64,555.15	$ 64,555.15	$63,191.00	$63,191.00	$65,635.00	$65,635.00	No Bid	No Bid
#0-6	Full size ¾ ton extended cab; Spec 4.7.	4	No Bid	No Bid	$ 49,593.75	**$ 198,375.0**	$57,225.00	$228,900.00	$ 53,306.51	$ 213,226.04	$52,904.00	$211,616.00	$51,889.00	$207,556.00	No Bid	No Bid
#0-7	Full size ¾ ton Cab & Chassis; Spec 4.8.	2	No Bid	No Bid	$ 54,886.75	$ 109,773.5	$99,999.00	$199,998.00	$ 52,249.51	$ 104,499.02	$50,714.00	**$101,428.00**	$52,699.00	$105,398.00	No Bid	No Bid
#0-8	and nerf bars; Spec 4.9.	1	No Bid	No Bid	$ 48,974.75	$ 48,974.75	$44,435.00	**$44,435.00**	$ 49,404.51	$ 49,404.51	$47,805.00	$47,805.00	$50,174.00	$50,174.00	No Bid	No Bid
#0-9	Full size ¾ ton regular cab; Spec 4.10.	2	No Bid	No Bid	$ 47,874.75	$ 95,749.5	$44,535.00	**$89,070.00**	$ 47,145.51	$ 94,291.02	$46,875.00	$93,750.00	$49,324.00	$98,648.00	No Bid	No Bid
#0-10	Full size 1-ton cab & chassis 4x4; Spec 4.11.	1	No Bid	No Bid	$ 58,433.75	$ 58,433.75	No Bid	No Bid	$ 57,350.51	$ 57,350.51	$ 54,215.0	**$ 54,215.0**	$55,794.00	$55,794.00	No Bid	No Bid
#0-11	SUV Mid-Size; Spec 4.12.	5	$33,775.00	**$168,875.00**	$ 48,013.75	$ 240,068.75	No Bid	No Bid	$ 38,936.75	$ 194,683.75	$38,046.00	$190,230.00	$38,455.00	$192,275.00	No Bid	No Bid
#0-12	SUV Mid- Size 4x4; Spec 4.13.	1	$39,475.00	**$39,475.00**	$ 50,318.75	$ 50,318.75	No Bid	No Bid	$ 40,981.69	$ 40,981.69	$39,923.00	$39,923.00	$40,455.00	$40,455.00	No Bid	No Bid
#0-13	Full Size SUV; Spec 4.14.	1	$41,875.00	**$41,875.00**	$ 70,862.75	$ 70,862.75	No Bid	No Bid	$ 55,006.63	$ 55,006.63	$55,273.00	$55,273.00	$56,550.00	$56,550.00	No Bid	No Bid
#0-14	Minivan; Spec 4.15.	1	No Bid	No Bid	$ 45,057.75	$ 45,057.75	$43,080.00	$43,080.00	No Bid	No Bid	$53,947.00	$53,947.00	$40,995.00	**$40,995.00**	No Bid	No Bid

Bidding Summary

42 **Bid requestes were issued**
7 **Bids were listed above**
0 **NO BIDS were received**
35 **Bidders did not respond**

City Council Meeting

Item Number: 11

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE PURCHASE OF A GENIE AERIAL LIFT FROM MEDLEY EQUIPMENT COMPANY FOR A TOTAL COST OF $183,000.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of one (1) Genie Aerial Lift from Medley Equipment Company for a cost of $183,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Operating Fund budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

City Manager's Office approved specifications and authorized advertisement for bids for the Genie Aerial Lift. Sixty-seven requests for bids were issued. We received two proposals. Staff recommends awarding the purchase to the low apparent bidder, Medley Equipment Company. Please see attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Genie Aerial Lift

from Medley Equipment Company for a cost of $183,000.00.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Bids for Aerial Lift

DATE: 2/16/2024

Fleet Services is requesting the purchase of (1) one Genie Aerial Lift. This unit will be replacing a unit that has gone beyond its serviceable life. The budgeted amount for FY2024 for (1) one Genie Aerial Lift is $300,000.

Two bids were submitted, one from Medley Equipment Company for a total of $183,000.00 for (1) one Aerial Lift. The second bid is from Octane Forklift Inc. for a total of $241,556.00 for (1) one Aerial Lift.

Fleet Services will accept the quote submitted by Medley Equipment Company in the amount of $183,000.00 for the purchase of (1) one Genie Lift. Medley Equipment Company meets the specifications for the requesting department's needs.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO.

RESOLUTION AUTHORIZING THE PURCHASE OF A GENIE AERIAL LIFT FROM MEDLEY EQUIPMENT COMPANY FOR A TOTAL COST OF $183,000.00

WHEREAS, the City Manager's Office approved specifications and authorized advertisement for bids for an aerial lift to be used at the Scarbauer Sports Complex; and

WHEREAS, Bid No. 24002106 was opened on February 14, 2024, with the lowest and most advantageous bids being submitted by Medley Equipment Company, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to purchase a Genie aerial lift from Medley Equipment Company;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a Genie aerial lift from Medley Equipment Company for a total cost of $183,000.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Medley Equipment Company for the Genie aerial lift from funds available in the Garage Operating Fund budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 24002106 Aerial Lift Diesel OPENED February 14, 2024			Medley Equipment Company 13116 TX-191 Frontage Midland TX 79707 432-561-5898 rbaker@medleycompany.com			Octane Forklifts Inc. 4905 Lima St. Denver CO. 80239 844-628-2637 jeff@octaneforklifts.com		
ITEM	Description	Qty	Brand & Model	COST EACH	TOTAL	Brand & Model	COST EACH	TOTAL
1	Aerial Lift Diesel	1	Genie 5-85 XC	$183,000.00	$183,000.00	JLG 860 SJ	$241,556.00	$241,556.00
	Telescopic Boom Spec.3.2							
				Total:	$183,000.00		**Total:**	$241,556.00

Bidding Summary:

50 Bid requests were issued.

2 Bids listed above

0 NO BIDS were received.

48 Bidders did not respond.
Incomplete Proposals

City of Midland - Bid Tabulation

BID # 24002106 Aerial Lift Diesel OPENED February 14, 2024			Medley Equipment Company 13116 TX-191 Frontage Midland TX 79707 432-561-5898 rbaker@medleycompany.com			Octane Forklifts Inc. 4905 Lima St. Denver CO. 80239 844-628-2637 jeff@octaneforklifts.com		
ITEM	Description	Qty	Brand & Model	COST EACH	TOTAL	Brand & Model	COST EACH	TOTAL
1	Aerial Lift Diesel	1	Genie 5-85 XC	$183,000.00	$183,000.00	JLG 860 SJ	$241,556.00	$241,556.00
	Telescopic Boom Spec.3.2							
				Total:	$183,000.00		**Total:**	$241,556.00

Bidding Summary:

50 Bid requests were issued.

2 Bids listed above

0 NO BIDS were received.

48 Bidders did not respond.
Incomplete Proposals

City Council Meeting

Item Number: 12

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR SERVICES RELATING TO THE CREATION OR AMENDMENT OF TAX INCREMENT REINVESTMENT ZONES, THE CREATION OR AMENDMENT OF PUBLIC IMPROVEMENT DISTRICTS, AND ECONOMIC DEVELOPMENT CONSULTING TO DAVID PETTIT ECONOMIC DEVELOPMENT, LLC OF FORT WORTH, TEXAS, AT A TOTAL COST NOT TO EXCEED $180,000.00 PLUS REIMBURSABLE EXPENSES NOT TO EXCEED $7,500.00; AND AUTHORIZING PAYMENTMENT (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution authorizing an agreement to perform services relating to the creation or amendment of tax increment reinvestment zones, the creation or amendment of public improvement districts, and economic development consulting services with David Pettit Economic Development, LLC for a total cost of $180,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff recommends authorizing an agreement to perform services relating to the creation or amendment of tax increment reinvestment zones, the creation or amendment of public improvement districts, and economic development consulting services with David Pettit Economic Development, LLC. These services assist the city by strategically funding infrastructure enhancements and promoting targeted development in particular areas, facilitating organized and synchronized growth. Please see the attached memo from Elizabeth Triggs, Development Services Director, for additional information.

Therefore, please consider a resolution authorizing an agreement to perform services relating to the creation or amendment of tax increment reinvestment zones, the creation or amendment of public improvement districts, and economic development consulting services with David Pettit Economic Development, LLC for a total cost of $180,000.00.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Date: March 7, 2024

To: Erika Martinez, Purchasing Manager

From: Elizabeth Triggs, Planning & Development Officer

Subject: Planning Services Agreement relating to the creation or amendment of tax increment reinvestment zones, the creation or amendment of public improvement districts, and economic development consulting

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Purpose:
This agreement secures the professional planning services of David Pettit Economic Development, LLC ("DPED") for creating or modifying Tax Increment Reinvestment Zones and Public Improvement Districts in the City of Midland. These services support the city in strategically funding infrastructure improvements and encouraging focused development within specific areas, aiding orderly and coordinated growth. The agreement spans two years with a total cost capped at $180,000, or approximately $90,000 per year, plus authorized reimbursable expenses up to $7,500 over the term of the agreement.

Discussion:
This agreement outlines DPED's provision of professional planning services in the City of Midland, focusing on creating or amending Tax Increment Reinvestment Zones (TIRZ) and Public Improvement Districts (PID). These services aim to guide governmental policy for orderly land area development by utilizing TIRZ and PID as strategic tools.

- **TIRZ and PID Functionality**: TIRZ captures increased property tax revenues from designated areas, reinvesting them for infrastructure enhancements and community projects. PIDs finance public improvements through property assessments, aligning with the city's development goals.

- **Services Provided**: DPED will facilitate analysis, financial modeling, and documentation support for the creation or amendment of these zones and districts, shaping proactive land use policies.

- **Strategic Tools for Development**: TIRZ and PID allow directed investment, infrastructure enhancement, economic incentives, and public-private partnerships, promoting coordinated and sustainable development efforts.

- **Long-Term Planning**: TIRZ districts and PIDs operate under defined boundaries and timelines, facilitating long-term planning. Clear project goals ensure contributions to a cohesive vision for the area and support orderly growth over time.

The agreement spans two years, with a maximum total fee of $180,000, or around $90,000 annually, plus authorized reimbursable expenses of up to $7,500 incurred in the interest of the projects at actual costs. It operates on a task order basis and is funded through the Development Services operational budget.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR SERVICES RELATING TO THE CREATION OR AMENDMENT OF TAX INCREMENT REINVESTMENT ZONES, THE CREATION OR AMENDMENT OF PUBLIC IMPROVEMENT DISTRICTS, AND ECONOMIC DEVELOPMENT CONSULTING TO DAVID PETTIT ECONOMIC DEVELOPMENT, LLC OF FORT WORTH, TEXAS, AT A TOTAL COST NOT TO EXCEED $180,000.00 PLUS REIMBURSABLE EXPENSES NOT TO EXCEED $7,500.00; AND AUTHORIZING PAYMENT

WHEREAS, the City of Midland seeks services relating to the creation or amendment of tax increment reinvestment zones, the creation or amendment of public improvement districts, and economic development consulting (the "Services"); and

WHEREAS, the Services are planning services, which are primarily intended to guide governmental policy to ensure the orderly and coordinated development of land area in the City; and

WHEREAS, Section 252.022(a)(4) of the Local Government Code provides that Chapter 252 of the Local Government Code does not apply to an expenditure for a procurement for planning services; and

WHEREAS, David Pettit Economic Development, LLC ("Company") of Fort Worth, Texas has proposed to provide the Services to the City of Midland; and

WHEREAS, the total cost of the Services provided by Company shall not exceed $180,000.00 plus reimbursable expenses not to exceed $7,500.00; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Company for the Services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Company for the Services at a total cost not to exceed $180,000.00, plus reimbursable

expenses not to exceed $7,500.00, said contract to be in a form substantially similar to that attached hereto as Exhibit “A”.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Company pursuant to the terms of said contract in an amount not to exceed $180,000.00, plus authorized reimbursable expenses not to exceed $7,500.00, from funds available in the General Operating Budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

AGREEMENT
#24003583

THIS AGREEMENT is made and effective the 20th day of March 2024, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and David Pettit Economic Development, LLC ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform services relating to the creation or amendment of tax increment reinvestment zones, the creation or amendment of public improvement districts, and economic development consulting (the "Services") for CITY. The Services are planning services, which are primarily intended to guide governmental policy to ensure the orderly and coordinated development of land area in the City. The Services are more specifically set forth in Exhibit A, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other consultants that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $180,000.00 (not including reimbursables) for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall

pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from March 20, 2024 until March 19, 2026, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability policy shall be on a per project aggregate, including

completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of CITY.

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and that name the City of Midland as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE), COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE

SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

CITY's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be

deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: David Pettit Economic Development, LLC
306 West Seventh Street, Suite 602
Ft. Worth, Texas 76102

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON

ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of David Pettit Economic Development, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __day of _____, 20____.

_____
Notary Public, State of Texas

DAVID PETTIT
Economic Development

March 7, 2024

Elizabeth Triggs
Planning and Development Officer
City of Midland, Texas
300 N Loraine
Midland, TX 79701

RE: Professional Services Proposal

Dear Ms. Triggs,

David Pettit Economic Development, LLC ("DPED") is pleased to provide this proposal for economic development professional services relating to Tax Increment Reinvestment Zones ("TIRZ"), Public Improvement Districts (PID), and ongoing hourly professional services in the City of Midland, Texas ("City").

The Scope
It is our understanding that the City is seeking the following services:

- Creation or amendment of TIRZs
- Creation or amendment of PIDs
- Professional Consulting Services Related to Economic Development

These services are primarily intended to guide governmental policy to ensure the orderly and coordinated development of land area in the City.

The Assignment
Our work under this proposal would include providing professional economic development services relating to the creation or amendment of TIRZs and the creation or amendment of PIDs.

Additionally, DPED will provide ongoing professional services related to economic development within the City on an hourly basis.

The Team
We proposed working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time we do not anticipate the need for any additional consultants to accomplish the work described in this proposal.

TIRZ Statutory Requirements
Chapter 311 of the Texas Tax Code outlines the various procedures for creating or amending a TIRZ. The designation TIRZ ordinance is approved by the governing body of the municipality and establishes four key elements, including:

- Boundary;
- Term;
- TIRZ Board; and
- Preliminary project and financing plan.

Before adopting an ordinance designating the reinvestment zone, the governing body of the municipality must hold a public hearing on the creation of the zone and publish notice of the hearing not later than the seventh day before the public hearing. A final project and financing plan is subsequently approved by the TIRZ Board and then by the governing body of the municipality.

TIRZ Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for each potential creation or amendment of a TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

District Review

Our first step would be to collect and analyze available information in the proposed TIRZ. This includes available development data; existing planning documents such as the comprehensive plan, land use plan, thoroughfare plan; physical information such as existing zoning and land use, existing and planned infrastructure, and topography; and property data such as ownership and tax values.

Task 2

Data Collection and Analysis

Based upon parcel data provided by the City, DPED would provide a geographic information system (GIS) database of existing values for land and improvements, ownership data, and current land use information. The database and maps will provide the baseline data for the analysis. Key products of this task would include a TIRZ database and accompanying maps in digital and hard copy formats.

Task 3

Taxable Value Analysis

A multi-year historic taxable value review of similar developments would be conducted to establish conservative assumptions of future taxable value for each parcel in the proposed zone. We would also develop projections for future land uses, and timing of proposed developments. This task will be the basis for developing a spreadsheet model of potential TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model on a parcel-by-parcel basis with projections based upon the historical taxable value review, development projections and reasonable timing expectations.

Task 4

Develop TIRZ Cash Flow Model

Based on the anticipated land uses and projections, DPED would develop a draft financing cash flow model (and supporting spreadsheets) for a 15, 20, and 30-year time period. This model will allow the City, consultants and others to underwrite the proposed developments and test various scenarios for the eventual financing plan. Key products of this task would include excel spreadsheets of TIRZ Cash Flow Models with macros established for growth and development assumptions.

Task 5

Prepare TIRZ Project and Financing Plan

DPED would then develop the Finance Plan, Project Plan, and Detailed Description of TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include a preliminary TIRZ Project and Financing Plan comprised of a legal description of the zone, proposed TIRZ projects, estimated project costs, term of the zone and a tax increment analysis.

Task 6

TIRZ Documentation Support

DPED will provide assistance with drafting necessary documents for creating the TIRZ including: 1) public hearing notices; 2) resolutions; 3) ordinances; and 4) participation agreements. This can be a time-consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration. This task would also include assistance in creating and appointing the appropriate TIRZ board per the TIRZ creation ordinance.

PID Statutory Requirements

Public Improvement Districts ("PIDs"), per the Texas Local Government Code Chapter 372, provide the City an economic development tool that permits the financing of qualified public improvement costs that confers a special benefit on a definable part of the City, including both its corporate limits and its extra-territorial jurisdiction. A PID can finance capital costs and fund supplemental services to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the PID who receive special benefits from the capital improvements or services. A PID may only be used to pay for public improvements, all other expenditures not related to public improvements may not be reimbursed.

PID Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for each potential PID creation and/or amendment. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

Data Assembly

DPED would work directly with the City and property owner representatives to identify and acquire the needed data to complete a thorough analysis of the proposed financing structure for the planned development ("Project"). We will coordinate documentation between the various parties and develop an achievable timeline with key dates and implementation steps to ensure the project moves forward in a timely manner. This task would also include documenting key elements of the private development and public/private partnership.

Task 2

PID's Advisability Analysis

Following the completion of the Data Assembly Task, our team will begin the process of developing an analysis of the PID's Advisability. This will include a description of the Project's public improvements, estimated costs for the improvements as provided by property owner representatives, the boundaries of the PID, the preferred method of assessment for the Debt Service portions of the assessment, an overview of the apportionment of costs between the District and the Municipality, and all other exhibits required for local government review per the state legislative requirements.

Task 3

Facilitate Review and Consideration of the Proposed PID

DPED would facilitate meetings and presentations with the City, property owner representatives, and other parties involved in the process. This will include supporting meetings, work sessions, briefings, commission meetings, and hearings. This will be a labor-intensive component of the process; however it is vital to a successful partnership. Key products of this task would include attendance and support of City staff at all required meetings in the review and approval process.

Task 4

Assist with Public/Private Development Agreements and Resolution Documents

DPED will develop the draft documents required for the implementation of a PID as described in Chapter 372 of the Texas Local Government Code, for review by legal representatives of the City and

the property owner representatives. These draft documents would include the PID Petitions, Public Hearing Notices, PID Improvement Orders, PID Authorization Notices and Assessment Orders.

Task 5

Service and Assessment Plan & Assessment Roll

Following the creation of the PID by the City Council, DPED will create a service and assessment plan that defines the annual indebtedness of the PID and the projected costs for improvements as well as an overview of how the City will apportion the cost of an improvement to be assessed against property within the improvement districts. Lastly, we will develop an assessment roll that states the assessment against each parcel of land in the district, as determined by the method of assessment in the Service and Assessment Plan.

Professional Consulting Services Related to Economic Development

The City has requested an on-call consulting services ability as new economic development opportunities and planning projects arise during the term of the contract. This includes 3rd party analysis of individual incentive requests, which would include but is not limited to market data collections, cash flow proforma and gap analysis, and best practice approaches used in the economic development marketplace.

Fee for Services

TIRZ Scope of Services

Our fee for services would be a lump sum fee of $40,000 per creation or amendment of each TIRZ district. Each TIRZ assignment would be initiated by DPED through separate written authorization by City.

PID Creation and Amendment Scope of Services

Our fee for services would be a lump sum fee of $35,000 for the creation of each PID district. Each PID assignment would be initiated by DPED through separate written authorization by City.

Professional consulting services related to Economic Development

Our fee for services would be charged on an hourly basis, per the rates in the proposal, and would be charged on a monthly basis.

Reimbursable expenses not to exceed $7,500 would be charged to include out-of-pocket expenses incurred in the interest of the projects at actual costs.

Total fees for the defined scope above shall not exceed $180,000, plus $7,500 in reimbursable expenses during the 24-month term of the contract, unless otherwise authorized by separate City authorization.

Changes of Scope and Additional Services

Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services

Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

Classification	Hourly Billing Rate
David Pettit	$325.00
Project Manager	$250.00
Project Specialist	$120.00
Planning Intern	$100.00
Administrative	$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Term of Agreement

This Agreement will terminate (24) months from the date of this Agreement, with an option for two (2) one-year extensions if funds have not been fully utilized. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

Reimbursables

We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at our actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication; document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

Invoices and Payments

Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum. In the event we are forced to commence collection proceedings, you agree to pay reasonable attorney's fees and court costs, in addition to our fees billed under this proposal.

Suspension and Termination

If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule, or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications

Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing, or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed

Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance

DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate and excess/umbrella liability of $1,000,000 per occurrence and $2,000,000 in the aggregate to client Additionally, DPED shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of $1,000,000.00/$1,000,000.00/$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of $2,000,000.00 each occurrence and $4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of $1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Notices

Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

City of Midland, Texas
300 N Loraine
Midland, TX 79701
Attention: Elizabeth Triggs
Planning and Development Officer
Email: etriggs@midlandtexas.gov

If to DPED:

David Pettit Economic Development, LLC.
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@dpedllc.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY

I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,

David Pettit
Managing Member

AGREEMENT
#24003583

THIS AGREEMENT is made and effective the 20th day of March 2024, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and David Pettit Economic Development, LLC ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform services relating to the creation or amendment of tax increment reinvestment zones, the creation or amendment of public improvement districts, and economic development consulting (the "Services") for CITY. The Services are planning services, which are primarily intended to guide governmental policy to ensure the orderly and coordinated development of land area in the City. The Services are more specifically set forth in Exhibit A, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other consultants that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $180,000.00 (not including reimbursables) for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall

pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from March 20, 2024 until March 19, 2026, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability policy shall be on a per project aggregate, including

completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of CITY.

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and that name the City of Midland as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE), COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE

SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

CITY's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be

deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: David Pettit Economic Development, LLC
306 West Seventh Street, Suite 602
Ft. Worth, Texas 76102

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON

ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of David Pettit Economic Development, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __day of _____, 20____.

_____
Notary Public, State of Texas

DAVID PETTIT
Economic Development

March 7, 2024

Elizabeth Triggs
Planning and Development Officer
City of Midland, Texas
300 N Loraine
Midland, TX 79701

RE: Professional Services Proposal

Dear Ms. Triggs,

David Pettit Economic Development, LLC ("DPED") is pleased to provide this proposal for economic development professional services relating to Tax Increment Reinvestment Zones ("TIRZ"), Public Improvement Districts (PID), and ongoing hourly professional services in the City of Midland, Texas ("City").

The Scope
It is our understanding that the City is seeking the following services:

- Creation or amendment of TIRZs
- Creation or amendment of PIDs
- Professional Consulting Services Related to Economic Development

These services are primarily intended to guide governmental policy to ensure the orderly and coordinated development of land area in the City.

The Assignment
Our work under this proposal would include providing professional economic development services relating to the creation or amendment of TIRZs and the creation or amendment of PIDs.

Additionally, DPED will provide ongoing professional services related to economic development within the City on an hourly basis.

The Team
We proposed working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time we do not anticipate the need for any additional consultants to accomplish the work described in this proposal.

TIRZ Statutory Requirements
Chapter 311 of the Texas Tax Code outlines the various procedures for creating or amending a TIRZ. The designation TIRZ ordinance is approved by the governing body of the municipality and establishes four key elements, including:

- Boundary;
- Term;
- TIRZ Board; and
- Preliminary project and financing plan.

Before adopting an ordinance designating the reinvestment zone, the governing body of the municipality must hold a public hearing on the creation of the zone and publish notice of the hearing not later than the seventh day before the public hearing. A final project and financing plan is subsequently approved by the TIRZ Board and then by the governing body of the municipality.

TIRZ Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for each potential creation or amendment of a TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

District Review

Our first step would be to collect and analyze available information in the proposed TIRZ. This includes available development data; existing planning documents such as the comprehensive plan, land use plan, thoroughfare plan; physical information such as existing zoning and land use, existing and planned infrastructure, and topography; and property data such as ownership and tax values.

Task 2

Data Collection and Analysis

Based upon parcel data provided by the City, DPED would provide a geographic information system (GIS) database of existing values for land and improvements, ownership data, and current land use information. The database and maps will provide the baseline data for the analysis. Key products of this task would include a TIRZ database and accompanying maps in digital and hard copy formats.

Task 3

Taxable Value Analysis

A multi-year historic taxable value review of similar developments would be conducted to establish conservative assumptions of future taxable value for each parcel in the proposed zone. We would also develop projections for future land uses, and timing of proposed developments. This task will be the basis for developing a spreadsheet model of potential TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model on a parcel-by-parcel basis with projections based upon the historical taxable value review, development projections and reasonable timing expectations.

Task 4

Develop TIRZ Cash Flow Model

Based on the anticipated land uses and projections, DPED would develop a draft financing cash flow model (and supporting spreadsheets) for a 15, 20, and 30-year time period. This model will allow the City, consultants and others to underwrite the proposed developments and test various scenarios for the eventual financing plan. Key products of this task would include excel spreadsheets of TIRZ Cash Flow Models with macros established for growth and development assumptions.

Task 5

Prepare TIRZ Project and Financing Plan

DPED would then develop the Finance Plan, Project Plan, and Detailed Description of TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include a preliminary TIRZ Project and Financing Plan comprised of a legal description of the zone, proposed TIRZ projects, estimated project costs, term of the zone and a tax increment analysis.

Task 6

TIRZ Documentation Support

DPED will provide assistance with drafting necessary documents for creating the TIRZ including: 1) public hearing notices; 2) resolutions; 3) ordinances; and 4) participation agreements. This can be a time-consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration. This task would also include assistance in creating and appointing the appropriate TIRZ board per the TIRZ creation ordinance.

PID Statutory Requirements

Public Improvement Districts ("PIDs"), per the Texas Local Government Code Chapter 372, provide the City an economic development tool that permits the financing of qualified public improvement costs that confers a special benefit on a definable part of the City, including both its corporate limits and its extra-territorial jurisdiction. A PID can finance capital costs and fund supplemental services to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the PID who receive special benefits from the capital improvements or services. A PID may only be used to pay for public improvements, all other expenditures not related to public improvements may not be reimbursed.

PID Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for each potential PID creation and/or amendment. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

Data Assembly

DPED would work directly with the City and property owner representatives to identify and acquire the needed data to complete a thorough analysis of the proposed financing structure for the planned development ("Project"). We will coordinate documentation between the various parties and develop an achievable timeline with key dates and implementation steps to ensure the project moves forward in a timely manner. This task would also include documenting key elements of the private development and public/private partnership.

Task 2

PID's Advisability Analysis

Following the completion of the Data Assembly Task, our team will begin the process of developing an analysis of the PID's Advisability. This will include a description of the Project's public improvements, estimated costs for the improvements as provided by property owner representatives, the boundaries of the PID, the preferred method of assessment for the Debt Service portions of the assessment, an overview of the apportionment of costs between the District and the Municipality, and all other exhibits required for local government review per the state legislative requirements.

Task 3

Facilitate Review and Consideration of the Proposed PID

DPED would facilitate meetings and presentations with the City, property owner representatives, and other parties involved in the process. This will include supporting meetings, work sessions, briefings, commission meetings, and hearings. This will be a labor-intensive component of the process; however it is vital to a successful partnership. Key products of this task would include attendance and support of City staff at all required meetings in the review and approval process.

Task 4

Assist with Public/Private Development Agreements and Resolution Documents

DPED will develop the draft documents required for the implementation of a PID as described in Chapter 372 of the Texas Local Government Code, for review by legal representatives of the City and

the property owner representatives. These draft documents would include the PID Petitions, Public Hearing Notices, PID Improvement Orders, PID Authorization Notices and Assessment Orders.

Task 5

Service and Assessment Plan & Assessment Roll

Following the creation of the PID by the City Council, DPED will create a service and assessment plan that defines the annual indebtedness of the PID and the projected costs for improvements as well as an overview of how the City will apportion the cost of an improvement to be assessed against property within the improvement districts. Lastly, we will develop an assessment roll that states the assessment against each parcel of land in the district, as determined by the method of assessment in the Service and Assessment Plan.

Professional Consulting Services Related to Economic Development

The City has requested an on-call consulting services ability as new economic development opportunities and planning projects arise during the term of the contract. This includes 3rd party analysis of individual incentive requests, which would include but is not limited to market data collections, cash flow proforma and gap analysis, and best practice approaches used in the economic development marketplace.

Fee for Services

TIRZ Scope of Services

Our fee for services would be a lump sum fee of $40,000 per creation or amendment of each TIRZ district. Each TIRZ assignment would be initiated by DPED through separate written authorization by City.

PID Creation and Amendment Scope of Services

Our fee for services would be a lump sum fee of $35,000 for the creation of each PID district. Each PID assignment would be initiated by DPED through separate written authorization by City.

Professional consulting services related to Economic Development

Our fee for services would be charged on an hourly basis, per the rates in the proposal, and would be charged on a monthly basis.

Reimbursable expenses not to exceed $7,500 would be charged to include out-of-pocket expenses incurred in the interest of the projects at actual costs.

Total fees for the defined scope above shall not exceed $180,000, plus $7,500 in reimbursable expenses during the 24-month term of the contract, unless otherwise authorized by separate City authorization.

Changes of Scope and Additional Services

Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services

Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

Classification	Hourly Billing Rate
David Pettit	$325.00
Project Manager	$250.00
Project Specialist	$120.00
Planning Intern	$100.00
Administrative	$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Term of Agreement

This Agreement will terminate (24) months from the date of this Agreement, with an option for two (2) one-year extensions if funds have not been fully utilized. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

Reimbursables

We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at our actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication; document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

Invoices and Payments

Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum. In the event we are forced to commence collection proceedings, you agree to pay reasonable attorney's fees and court costs, in addition to our fees billed under this proposal.

Suspension and Termination

If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule, or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications

Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing, or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed

Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance

DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate and excess/umbrella liability of $1,000,000 per occurrence and $2,000,000 in the aggregate to client Additionally, DPED shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of $1,000,000.00/$1,000,000.00/$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of $2,000,000.00 each occurrence and $4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of $1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Notices

Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

City of Midland, Texas
300 N Loraine
Midland, TX 79701
Attention: Elizabeth Triggs
Planning and Development Officer
Email: etriggs@midlandtexas.gov

If to DPED:

David Pettit Economic Development, LLC.
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@dpedllc.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY

I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,

David Pettit
Managing Member

City Council Meeting

Item Number: 13

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MAF AIRFIELD WILDLIFE FENCE IMPROVEMENT PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Purpose:

Motion approving the plans and specifications for the MAF Airfield Wildlife Fence Improvement Project; said plans and specifications being on file in the City Secretary's Office referenced by the number and date of this Motion, and to authorize the City Manager or the City Manager's designee to advertise for competitive bids for said project pursuant to the statues of the State of Texas for accomplishing the work set forth in said plans and specifications.

Recommended City Council Action:

Approve

Fiscal Impact:

To be Determined

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

In Amendment #14 to the Airport's 2016 Agreement with Parkhill, Smith & Cooper, the MAF Airfield Wildlife Fence Improvements Project was included. This project will replace the existing airfield security chain link fence at MAF that was installed in 1982 when a 6' high fence was standard and primarily for security of the airfield. The replacement fence will be an 8' high chain link to deter wildlife jumping over the fence and a concrete barrier strip that extends down into the ground approximately 24" to deter wildlife burrowing under the fence. This project will be funded 100% by Passenger Facility Charges (PFC).

Morris Williams Jr.

City Manager's Office

Parkhill

PROJECT MANUAL – ISSUE FOR BID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Airfield Wildlife Fence Improvements

Midland, Texas

Midland International Air & Space Port

March | 2024

Parkhill Project #01605220

Parkhill

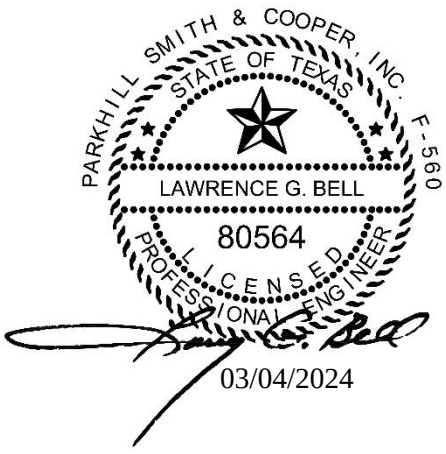
PROJECT MANUAL – ISSUE FOR BID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Airfield Wildlife Fence Improvements

Midland, Texas

Midland International Air & Space Port



March | 2024

Parkhill Project #01605220

TABLE OF CONTENTS

Advertisement for Bids	A
Instructions to Bidders	IB
Bid Bond	BB
Proposal	C
Contract	D
Performance Bond	E
Payment Bond	F
Certificate of Insurance	G
Experience Record	H
Equipment Schedule	I

Contract Assurance
City of Midland Department of Airports DBE Policy Statement
Special Provisions
General Conditions
Guidelines for Contract Provisions
Wage Rate Determinations

FAA AC 150/5370-10H

PART 1 – GENERAL CONTRACT PROVISIONS
Section 10 Definition of Terms
Section 20 Proposal Requirements and Conditions
Section 30 Award and Execution of Contract
Section 40 Scope of Work
Section 50 Control of Work
Section 60 Control of Materials
Section 70 Legal Regulations and Responsibility to Public
Section 80 Execution and Progress
Section 90 Measurement and Payment

PART 2 – GENERAL CONSTRUCTION ITEMS
Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
Item C-105 Mobilization

PART 3 – SITEWORK
Item P-101 Preparation/Removal of Existing Pavements

PART 10 – FENCING
Item F-162 Chain-Link Fence

PART 12 – TURFING
Item T-901 Seeding

PARKHILL STANDARD SPECIFICATIONS

DIVISION 26 – ELECTRICAL

26 05 00	Basic Electrical Methods
26 05 05	Selective Demolition for Electrical
26 05 19	Low-Voltage Electrical Power Conductors and Cables
26 05 26	Grounding and Bonding for Electrical Systems
26 05 33	Raceway and Boxes for Electrical Systems
26 05 53	Identification for Electrical Systems
26 56 00	Exterior Lighting

DIVISION 31 – EARTHWORK

31 20 00	Earth Moving
31 23 33	Trenching and Backfilling

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 16 12	Concrete Sidewalks, Curbs, and Gutters
32 31 19.53	Decorative Metal Security Fences and Gates
32 92 01	Pesticide Application
32 93 01	Ground Cover

APPENDICES

APPENDIX A – GEOTECHNICAL REPORT

DESIGN PROFESSIONAL RESPONSIBILITY

Specification Sections authenticated by my seal and signature are limited to:

DIVISION 26 - ELECTRICAL

26 05 00 Basic Electrical Methods
26 05 05 Selective Demolition for Electrical
26 05 19 Low-Voltage Electrical Power Conductors and Cables
26 05 26 Grounding and Bonding for Electrical Systems
26 05 33 Raceway and Boxes for Electrical Systems
26 05 53 Identification for Electrical Systems
26 56 00 Exterior Lighting

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 31 19.53 Decorative Metal Security Fences and Gates

ADVERTISEMENT FOR BIDS
NOTICE TO BIDDERS

Sealed proposals addressed to the City Secretary will be received at the office of the City Secretary, City Hall, Midland, Texas until 2:00 pm, Wednesday, April 17, 2024, for furnishing all necessary materials, machinery, equipment, superintendence, and labor for constructing certain improvements at Midland International Air & Space Port, Midland, Texas. These improvements are contained in Plans and Specifications entitled, "Midland International Air & Space Port, Airfield Wildlife Fence Improvements," dated March 2024.

Immediately following the closing time for receipt of Bids/Proposals will be publicly opened and read aloud. Any Bid received after closing time will be returned unopened.

Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work items may be generally described as *Airfield Wildlife Fence Improvements*, including new 6- and 8-foot chain link fencing, motorized and swing gates, and wildlife-deterrent features.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port, Midland, Texas.

A Bid Proposal guaranty is to accompany the Bid, thereby guaranteeing the good faith of the Bidder and that Bidder will enter into the written contract. The guaranty is to amount to 5 percent of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or a bid bond.

Bidders are expected to inspect site of work and inform themselves regarding all local conditions.

In all areas of employment, women will be afforded equal opportunity for employment. Employment of women shall not diminish the standards or requirements for employment of minorities.

This project is subject to Minority Business Enterprise Contract Provisions, Foreign Trade Restrictions, Federal Debarment and Suspension, Drug-free Workplace, and other requirements stated in the Instructions to Bidders and other sections of project specifications and contract documents.

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have maximum opportunity to participate in performance of contracts financed in whole or in part with Federal funds.

Buy American Provision. Proposed contract is subject to the Buy American Provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirement are contained in Specifications.

MAF treats Bidder/Offer compliance with good faith effort requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of MAF to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit Bids/Proposals. Award of this contract will be conditioned upon satisfying requirements of this bid specification. These requirements apply to all Bidders/Offerors, including those who qualify as a DBE. DBE contract goal of 9.8 percent has been established for this contract. Bidder/Offeror shall make good

faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet contract goal for DBE participation in performance of this contract.

Successful Bidder/Offeror will be required to submit the following information: (1) names and addresses of DBE firms that will participate in contract; (2) description of work each DBE firm will perform; (3) dollar amount of participation of each DBE firm participating; (4) written documentation of bidder/offeror's commitment to use a DBE subcontractor whose participation submits to meet contract goal; (5) written confirmation from the DBE of participation in contract as provided in commitment made under (4); and (6) if contract goal is not met, evidence of good faith efforts. Successful Bidder or Offeror must provide written confirmation of participation from each DBE firm the Bidder or Offeror lists in their commitment. This Bidder/Offeror must submit DBE written confirmation of participation within five days of receiving Owner notice to successful Bidder.

Information for Bidders, Proposal forms, Specifications, and Plans are on file in the office of the Director of Airports, Midland International Air & Space Port.

Downloaded documents (PDF file extension format) can be obtained from the Parkhill Info Exchange website after registering as a plan holder with Parkhill via https://parkhill.com/projects-for-bid/ or by contacting Debbie German, Project Coordinator, at dagerman@parkhill.com. No cost or deposit required for downloaded documents.

CITY OF MIDLAND, TEXAS
Marcia Bentley-German
City Secretary

IB-1. BID FORMS

Bid shall be submitted on Proposal form in the bound Specifications.

In addition to the completed Proposals, bid forms shall include Bid Security, Financial Statement, and other specified documents. Failure to submit a complete Bid as specified will be considered as sufficient cause for rejection of the Bid.

IB-2. PREPARATION OF PROPOSALS

All blanks in the forms shall be filled in or marked "N.A." (Not Applicable) and all required information shall be included with Proposals. Bid prices shall be written in ink. Receipt of all addenda issued shall be acknowledged in the space provided on the addendum. Each addendum received and the Bid Security shall be enclosed with Proposal. Proposal and accompanying documents shall be enclosed in a sealed envelope, addressed to the City Secretary, 300 N. Loraine, Midland, Texas 79701, marked "Airfield Wildlife Fence Improvements" with name and address of Bidder also shown thereon. **If Sealed Bid is sent in a mailing envelope, outside of mailing envelope must also have same marking visible.**

IB-3. EXPERIENCE RECORD AND FINANCIAL STATEMENT

Experience Record included herein, shall be filled in, showing completed jobs, of a similar nature to the one covered by Proposal, and work in progress with contract and bond amounts and percent complete.

A sworn statement of the current financial condition of Bidder shall also be enclosed with Proposal, to provide Owner with information relative to the responsibility of bidders and their ability to finance and construct the work. This statement shall be enclosed with Proposal in a separate envelope and will be returned to Bidder upon return of his bid security.

TxDOT prequalification can be submitted in lieu of a financial statement with bids; however, financial information may be required of the apparent low Bidder.

IB-4. BID SECURITY

Each proposal must be accompanied by a Bid Bond, Certified Check, or cash in the amount of not less than 5 percent of the maximum bid submitted, payable without recourse to the City of Midland, Texas. If a Bid Bond is submitted as Bid Security, it shall be executed by an approved surety company authorized to do business in the State of Texas and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Such Bid Security shall be so conditioned if Bidder is awarded Contract and unable or fails to furnish performance and payment bonds and execute Contract within 10 days after date of award, Security shall revert to Owner as compensation for damages which Owner suffers because of such failure by Bidder.

IB-5. PERFORMANCE AND PAYMENT BONDS

With execution and delivery of the Contract Documents, Contractor shall furnish, on the forms provided herein, bonds, as required by the General Conditions, of 100 percent of the total contract price, executed by an approved surety company authorized to do business in the State of Texas, and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Performance and Payment Bonds submitted shall be in compliance with Chapter 2253 of the Texas Government Code.

IB-6. INTERPRETATION OF BIDS

No bid will be considered which fails to supply all information indicated, or which has any limitation or provisions placed upon it by Bidder. In case of a difference between the written words and the

figures in Proposal, amount stated in written words will be considered as bid price, without recourse on the part of Contractor. In case of ambiguity or lack of clearness in Proposal, Owner will adopt the most advantageous construction thereof or reject the bid. Owner reserves the right to accept or reject any or all bids, if it is deemed to be in the best interest of the public. Further, Owner reserves the right to reject any bids because of irregularity or to waive such irregularity if such action is in the public interest.

IB-7. DISPOSITION OF BIDS

Owner expects to make award of the contracts as soon as possible after the opening of bids, but specifically reserves the right to hold all Proposals for a period not to exceed 90 days, before making an award. No Proposal, having been opened, may be withdrawn prior to expiration of this 90-day period. Bid security of all but the successful Bidder will be returned upon making an award.

Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Advertisement for Bidders and the Instructions to Bidders.

IB-8. EXAMINATION OF SITE, PLANS, AND SPECIFICATIONS

Prior to submission of a Proposal, each Bidder shall have made a thorough examination of the site of work and of the plans and specifications, and shall become informed as to the location and nature of the proposed construction, labor conditions and all other matters that may affect the cost and time of completion of the work upon which he bids. Bidders shall make such investigations of the nature of the project as they deem necessary and shall assume all responsibility for fully informing themselves of the character of materials which will be encountered. Submission of a Proposal shall be prima facie evidence that Bidder has made such an examination. Contact Chris Welch, Airport Facilities Manager (432.560.2200), to schedule a site examination visit.

IB-9. PREBID CONFERENCE

A prebid conference will be held at 1:30 pm, Tuesday, April 2, 2024, in the Conference Room at Midland International Air & Space Port. At this time, all interested bidders will be requested to appear and present any questions they may have pertaining to this project. All bidders are urged to attend prebid conference because they will be charged with notice of the matters discussed therein. Attendance to the prebid conference is mandatory.

IB-10. INTERPRETATION OF SPECIFICATIONS PRIOR TO BIDDING

Any questions arising during the advertising period as to the meaning or intent of the specifications will be answered by an addendum which will be sent to all who have placed a deposit and/or furnished plans and Contract documents issued by Parkhill. Engineer shall receive requests for clarifications to specifications and plans at least three days prior to the date for receipt of bids.

Receipt of each addendum shall be acknowledged by Bidder in the space provided and each addendum shall be enclosed with Proposal when it is submitted. All addenda shall become a part of these contract documents.

IB-11. AVAILABILITY OF PLANS

A. For Bidders

All parties with an interest in the type of work included in the project covered by these documents, shall be given a reasonable opportunity to examine the documents and prepare a bid or sub-bid. Documents may be examined without charge as noted in the Notice to Bidders.

Downloadable documents (PDF file extension format) can be obtained from the Parkhill Info Exchange website after registering as a plan holder with Parkhill via https://parkhill.com/projects-for-bid/ or through Debbie German, Project Coordinator, at dagerman@parkhill.com. No cost or deposit required for downloaded documents.

B. For Contractor

Contractor will be furnished five sets of specifications and plans for his use during construction. This shall include all plans and specifications furnished to material suppliers and subcontractors but does not include the executed contract copies. Plans and specifications for use during construction will be furnished directly only to Contractor. Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors, or others, as required for proper execution of the work.

Should additional sets of documents be desired, they may be purchased, by Contractor only, at the following prices, exclusive of postage or freight charges:

Plans and Specifications $150.00 per set.

IB-12. SPECIAL PROVISIONS

Attention of Bidders is directed to SPECIAL PROVISIONS included in these documents for requirements concerning scope of work, labor, insurance, and similar subjects.

IB-13. PLANT LOCATION AND STORAGE AREA

Contractors bidding on the work included in this contract who desire to locate a material storage area or other similar facility on the airport property may secure such site, buildings or areas by direct negotiation with the Director of Airports, Midland International Air & Space Port, Midland, Texas. An area located adjacent to the project area will be identified as available for use by Contractor for staging and material storage.

IB-14. WITHDRAWAL OF PROPOSALS

Any Bidder, upon his or his authorized representative's written request, will be given permission to withdraw his Proposal not later than the time set for opening thereof. At the time of opening of Proposals, when such Proposal is reached, it will be returned to him unread.

IB-15. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of bidder and the rejection of his bid or bids:

More than one Proposal for the same work from an individual firm, partnership, or corporation under the same or different name.

Evidence of collusion among bidders. Participants in such collusion may not receive recognition as Bidders for any future work.

Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items.

Failure to submit a unit price for each item of work for which a bid price is required by Proposal.

Lack of competency as revealed by the financial statement submitted.

Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

Uncompleted work which, in the judgment of Owner, might hinder or prevent the prompt completion of additional work if awarded.

For being in arrears on existing contracts, in litigation with Owner, or having defaulted on a previous contract.

IB-16. MATERIAL GUARANTY

Before any contract is awarded, Bidder may be required to furnish a complete statement of origin, composition, or manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which may be subjected to the tests provided for in these Specifications to determine their quality and fitness for the work.

IB-17. DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, Bidder will be required to conform to the DBE requirements of 49 CFR Part 26.

IB-18. WAIVER

BY SUBMITTING A BID, EACH BIDDER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM BIDDER HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS, AND OFFICERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID;
2. WAIVER OR DELETION OF ANY REQUIREMENT UNDER BID DOCUMENTS OR CONTRACT DOCUMENTS;
3. ACCEPTANCE OR REJECTION OF ANY BIDS; AND
4. AWARD OF CONTRACT

BY SUBMITTING A BID, BIDDER ACKNOWLEDGES THAT BIDDER UNDERSTANDS ALL TERMS OF BIDDING DOCUMENTS AND CONSENTS TO BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN BIDDER AND THE CITY OF MIDLAND, TEXAS.

BIDDER AGREES THIS IS THE INTENTIONAL RELINQUISHMENT OF THE LISTED PRESENTLY EXISTING KNOWN RIGHTS.

IB-19. WAIVER OF ATTORNEY FEES

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. CONTRACTOR SPECIFICALLY AGREES THAT IF CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION

37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR.

THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

BID BOND

THE STATE OF TEXAS)

SURETY'S NO._____

COUNTY OF MIDLAND)

KNOWN ALL MEN BY THESE PRESENTS, THAT_____

_____(hereinafter called the Principal), as Principal, and_____

_____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, a home rule municipal corporation of Midland County (hereinafter called the Obligee), in the amount of_____

_____DOLLARS ($_____), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract with the Obligee to perform all work associated with the Airfield Wildlife Fence Improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect this Bid Bond as liquidated damages.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument, this day of _____, 20___.

_____ _____

Surety

By _____ By _____

Address _____ Address _____

_____ _____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PROPOSAL

_____, 2024

TO: The Mayor and City Council
City of Midland
Midland, Texas

Gentlemen:

Pursuant to foregoing Notice to Bidders, undersigned Bidder hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and anything necessary to complete all work bid, as provided by attached specifications and shown on plans, and binds himself on acceptance of this Proposal to execute Contract and Bonds per accompanying forms, performing and completing work within time stated, and furnishing all required guarantees, for the following prices to-wit:

AIRFIELD WILDLIFE FENCE IMPROVEMENTS

ITEM	QUANTITY UNIT	DESCRIPTION	TOTAL AMOUNT
1	1 LS	Item C-105, Contractor Mobilization, 8%, complete, per lump sum: _____Dollars and _____Cents ($_____)	$
2	1 LS	Item C-102, Temporary Air and Water Pollution, Soil Erosion and Siltation Control, complete, per lump sum: _____Dollars and _____Cents ($_____)	$
3	1 LS	Barricading, Signage, and Traffic Control, complete, per lump sum: _____Dollars and _____Cents ($_____)	$
4	69,400 LF	Item F-162-5.1, Remove Chain Link or Range Fence, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
5	18 EA	Item F-162-5.2, Remove Motorized Vehicle Gate, Supports, and Appurtenances for Conversion to 6- or 8-foot-high Structural Cantilever Gate, complete, per each: _____Dollars and _____Cents ($_____)	$

ITEM	QUANTITY UNIT	DESCRIPTION	TOTAL AMOUNT
6	4 EA	Item F-162-5.3, Remove Motorized Vehicle Gates NV5, NV10, EV5, and Twy V per Plan Descriptions, Demolish Specified Above-Grade Pavements, and Restore to At-Grade Condition using 6-inch Concrete Pavement, complete, per each: _____Dollars and _____Cents ($_____)	$
7	30 EA	Item F-162-5.4, Remove Swing Gate, all sizes, complete, per each: _____Dollars and _____Cents ($_____)	$
8	65,000 LF	Item F-162-5.5, 8-foot Chain Link Security Fence, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
9	2,350 LF	Item F-162-5.6, 6-foot Chain Link Security Fence, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
10	2 EA	Item F-162-5.7, 12-foot-wide x 8-foot-tall Single Swing Gate, complete, per each: _____Dollars and _____Cents ($_____)	$
11	1 EA	Item F-162-5.8, 14-foot-wide x 6-foot-tall Single Swing Gate, complete, per each: _____Dollars and _____Cents ($_____)	$
12	1 EA	Item F-162-5.9, 16-foot-wide x 8-foot-tall Double Swing Gate, complete, per each: _____Dollars and _____Cents ($_____)	$
13	1 EA	Item F-162-5.10, 20-foot-wide x 8-foot-tall Double Swing Gate, complete, per each: _____Dollars and _____Cents ($_____)	$
14	16 EA	Item F-162-5.11, 24-foot-wide x 8-foot-tall Double Swing Gate, complete, per each: _____Dollars and _____Cents ($_____)	$

ITEM	QUANTITY UNIT	DESCRIPTION	TOTAL AMOUNT
15	1 EA	Item F-162-5.12, 36-foot-wide x 8-foot-tall Double Swing Gate, complete, per each: _____Dollars and _____Cents ($_____)	$
16	2 EA	Item F-162-5.13, 4-foot-wide x 8-foot tall Pedestrian Gate, complete, per each: _____Dollars and _____Cents ($_____)	$
17	1 LS	Item F-162-5.14, 50-foot-wide (two 25-foot sections) x 8-foot-tall Nonmotorized Structural Cantilever Slide Gate NV14B, complete, per lump sum: _____Dollars and _____Cents ($_____)	$
18	1 EA	Item F-162-5.15, Upgrade to 12-foot-wide x 6-foot-tall Motorized Vehicle Gate EV1, including Hydraulic Operator, complete, per each: _____Dollars and _____Cents ($_____)	$
19	1 EA	Item F-162-5.16, Upgrade to 12-foot-wide x 8-foot-tall Motorized Vehicle Gate, including VMAG operator, complete, per each: _____Dollars and _____Cents ($_____)	$
20	4 EA	Item F-162-5.17, Upgrade to 14-foot-wide x 8-foot-tall Motorized Vehicle Gate, including VMAG operator, complete, per each: _____Dollars and _____Cents ($_____)	$
21	1 EA	Item F-162-5.18, Upgrade to 15-foot-wide x 8-foot-tall Motorized Vehicle Gate, including VMAG operator, complete, per each: _____Dollars and _____Cents ($_____)	$
22	3 EA	Item F-162-5.19, Upgrade to 12-foot-wide x 8-foot-tall Motorized Vehicle Gate, Including Hydraulic Operator, complete, per each: _____Dollars and _____Cents ($_____)	$

ITEM	QUANTITY UNIT	DESCRIPTION	TOTAL AMOUNT
23	5 EA	Item F-162-5.20, Upgrade to 14-foot-wide x 8-foot-tall Motorized Vehicle Gate, Including Hydraulic Operator, complete, per each: _____Dollars and _____Cents ($_____)	$
24	2 EA	Item F-162-5.21, Upgrade to 24-foot-wide x 8-foot-tall Motorized Vehicle Gates NV6 and NV7, Including Hydraulic Operator, complete, per each: _____Dollars and _____Cents ($_____)	$
25	1 EA	Item F-162-5.22, Upgrade to 26-foot-wide x 8-foot-tall Motorized Vehicle Gate NV5, Including Hydraulic Operator and Additional Items per Plans, complete, per each: _____Dollars and _____Cents ($_____)	$
26	2,700 SF	Item F-162-5.23, Reflectorized Barrier, Notice, or Gate Sign Mounted on Fence or Gates, complete, per square foot: _____Dollars and _____Cents ($_____)	$
27	105 EA	Item F-162-5.24, Reflectorized Notice Signs Mounted on Posts with Concrete Mow Strip and all Appurtenances, complete, per each: _____Dollars and _____Cents ($_____)	$
28	51,500 LF	Item F-162-5.25, Concrete T-Beam Wildlife Deterrent, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
29	7,750 LF	Item F-162-5.26, Concrete L-Beam Wildlife Deterrent, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
30	615 SY	Item F-162-5.27, 4-inch-thick (minimum) Concrete, Fence Corner Mow Strip or Miscellaneous Concrete, complete, per square yard: _____Dollars and _____Cents ($_____)	$

ITEM	QUANTITY UNIT	DESCRIPTION	TOTAL AMOUNT
31	575 LF	Item F-162-5.28, Extend Fence Height and Appurtenances from 6 to 8 feet, per Plan Detail, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
32	565 SY	Item P-101, Remove Existing Asphalt Pavement and Partial Base in Preparation for New Concrete Pavement or Curb and Gutter at Gates NV4 and NV11, complete, per square yard: _____Dollars and _____Cents ($_____)	$
33	215 SY	Item P-101, Remove Existing Concrete Pavement in Preparation for New Concrete Pavement or Curb and Gutter at Gates NV4 and NV11, complete, per square yard: _____Dollars and _____Cents ($_____)	$
34	65 LF	Item P-101, Remove Curb and Gutter, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
35	3 EA	Item F-162-5.29, Completely Remove Motorized Vehicle Gates NV11, NV4A, and NV4B, all Appurtenances, and three Area lights, (salvage CCTV pole and camera for reuse), complete, per each: _____Dollars and _____Cents ($_____)	$
36	770 SY	Item P-101, Remove, Scarify, and Recompact Existing Base to Elevations Suitable for New Concrete Pavement and Curb and Gutter Installation, complete, per square yard: _____Dollars and _____Cents ($_____)	$
37	290 LF	24-inch Curb and Gutter, complete, per linear foot: _____Dollars and _____Cents ($_____)	$

ITEM	QUANTITY UNIT	DESCRIPTION	TOTAL AMOUNT
38	710 SY	6-inch-thick Concrete Pavement and all Reinforcement, Jointing, and Appurtenances, complete, per square yard: _____Dollars and _____Cents ($_____)	$
39	1 EA	Item F-162-5.30, 18-foot Motorized Vehicle Gate NV4 including VMAG Operator and all New Equipment, complete, per each: _____Dollars and _____Cents ($_____)	$
40	1 EA	Item F-162-5.31, 18-foot Motorized Vehicle Gate NV11 including VMAG Operator and all New Equipment, complete, per each: _____Dollars and _____Cents ($_____)	$
41	4 EA	Furnish and Install New Area Lights at New Gates NV4 and NV11 including Foundation Piers, Poles, Fixtures, and all Wiring, complete, per each: _____Dollars and _____Cents ($_____)	$
42	1 LS	Reinstall CCTV Camera and Pole on New Foundation Pier at New Gate NV11 including all Interconnection to Existing Communications Trunk Line, Setup, and Testing, complete, per lump sum: _____Dollars and _____Cents ($_____)	$
43	1 LS	Remove Existing Plants and Trees Noted for Demolition Near Gate NV11, complete, per lump sum: _____Dollars and _____Cents ($_____)	$
44	1,260 SY	Landscape River Rock including Necessary Removal of Existing Landscape Material and Preparation, complete, per square yard: _____Dollars and _____Cents ($_____)	$
45	5,600 SY	Apply Soil Sterilant to Existing and New Landscaped Areas near Red Cross Building and New Gate NV11, complete, per square yard: _____Dollars and _____Cents ($_____)	$

ITEM	QUANTITY UNIT	DESCRIPTION	TOTAL AMOUNT
46	1,700 LF	Remove L-810 Obstruction Lights, Conduit, and Wiring (salvage and protect L-810 fixtures for reinstallation), complete, per linear foot: _____Dollars and _____Cents ($_____)	$
47	1,700 LF	Install L-810 Obstruction Lights on New 8-foot-tall Fence including Salvaged L-810 Light Fixtures, New Conduit, Support Hardware, and New Wiring, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
48	4,700 LF	Relocate Existing Electrical or Communications from Fence into New Underground Conduit including New Junction Boxes, Wire/Fiber, and/or Extending Wire/Fiber to Specified Junction Points with all Splicing and Testing, complete, per linear foot of New Conduit for a Fully Functional Reconnect: _____Dollars and _____Cents ($_____)	$
49	1,100 LF	Salvage, Protect, and Remove from Fence Existing Electrical/Communications in Conduit. Reinstall Electrical/Communications in Existing Conduit Back onto New Fence including all Appurtenances for a Fully Functional Reconnect, complete, per linear foot of New Fence where Conduit Run is Reinstalled: _____Dollars and _____Cents ($_____)	$
50	2 EA	Remove Electrical Service from Gates NV10 and EV5 from Metering Point to Usage Point including Contractor Coordination with Oncor in Removing Oncor Facilities, complete, per each: _____Dollars and _____Cents ($_____)	$

ITEM	QUANTITY UNIT	DESCRIPTION	TOTAL AMOUNT
51	2 EA	Remove Electrical Service from Gates NV4A & B and NV11 from Metering Point to Usage Point and Install New Electrical Service and Extensions to Serve all Electrical Needs at New Gates NV4 and NV11 including Contractor Coordination with Oncor in Removing and Revising Oncor Facilities to Service New Gate Locations NV4 and NV11, complete, per each: _____Dollars and _____Cents ($_____)	$
52	1 EA	Remove Abandoned Approach Light Fixture from Fence Line, Salvage and Deliver to Owner, complete, per each: _____Dollars and _____Cents ($_____)	$
53	130 LF	Concrete Border Curb, 6-inch-wide, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
54	7 EA	Item F-162-5.32, Chain Link Wildlife Deterrent Drainage Cover, complete, per each: _____Dollars and _____Cents ($_____)	$
55	155 SY	Item F-162-5.33, Concrete Pavement Beam for Wildlife Deterrence at Certain Swing Gates, complete, per square yard: _____Dollars and _____Cents ($_____)	$
56	22 EA	Bollards, 6-inch Diameter, Individual or as Part of Equipment Grouping, complete, per each: _____Dollars and _____Cents ($_____)	$
57	1 LS	Modify High Mast Light Fixture Near Gate NV1 for Improved Illumination at Terminal Aircraft Gate 1A, complete, per lump sum: _____Dollars and _____Cents ($_____)	
		TOTAL BID	

Bidder shall be required to issue a resale certificate on such materials in lieu of paying sales tax on such materials at time of purchase. The City will provide successful Bidder with a sales tax exemption certificate for such materials.

The undersigned Bidder hereby declares that he has visited the Site of the Work and has carefully examined the Plans, Specifications and Contract Documents pertaining to the Work covered by the above Bid, and that the prices bid herein are based on the minimum wage rates included in the Specifications.

The Bidder certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal.

Contractor or subcontractor, by submission of offer/execution of a contract, certifies it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
c. has not procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to Contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

Contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Bidder hereby agrees to commence work under this contract within 10 days of a date to be specified in written "Notice to Proceed" and to complete the work within the consecutive calendar day framework noted in the Contract. Bidder further agrees to pay as liquidated damages the sum of $1,000.00 for each consecutive calendar day beyond each phase of the days allowed; as hereinafter provided in Paragraph 32 of the General Conditions.

Bidder acknowledges receipt of the following addendum:_____

_____

Enclosed with this Proposal is a Cashier's or Certified Check for_____
_____ Dollars ($_____)
or, a Proposal Bond in the sum of 5 percent of Greatest Amount Bid Dollars ($ 5 percent of Greatest Bid), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the Proposal is accepted by the Owner within 90 days after the date advertised for the reception of bids and the undersigned fails to execute the contract or required bonds with the Owner, under the conditions hereof, within 10 days after the date said proposal is accepted; otherwise, said check or bond shall be returned to the undersigned upon demand.

_____
Contractor

(Seal if Bidder is a Corporation)

By_____

_____
Address

NOTE: Fill in all blank spaces in this and accompanying forms and include proper Bid Security.

CONTRACT

STATE OF TEXAS

COUNTY OF MIDLAND

THIS CONTRACT, made and entered into this __ day of _____, 2024, by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation ("***Owner***"), and _____, ("***Contractor***").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by Owner, and under the conditions expressed in the bond bearing even date herewith, Contractor hereby agrees to commence and complete the construction of items of work included in this Project, which are described as rehabilitation of the Airfield Wildlife Fence Improvements.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port.

These improvements are shown on the Plans and Specifications entitled "Airfield Wildlife Fence Improvements" dated March 2024. Plans and Specifications are hereby incorporated herein by reference for all legal purposes and shall apply to this Contract as if fully set forth herein.

This Contract shall include all extra work in connection therewith. All work performed hereunder shall be in accordance with those certain General Conditions and Special Provisions, which are attached hereto and hereby incorporated herein by referenced for all legal purposes and shall apply to this Contract as if fully set forth herein. Contractor shall, at Contractor’s own proper cost and expense, furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete said construction, in accordance with conditions and prices stated in Proposal attached hereto, and in accordance with all General Conditions and Special Provisions, and in accordance with plans, which includes all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, and Specifications therefor, as prepared by Parkhill ("***Engineer***"), each of which has been identified by endorsement of Contractor and Engineer thereon, together with Contractor's written Proposal, and General Conditions and Special Provisions, and Performance Bond and Payment Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire agreement between the parties hereof.

Contractor hereby agrees to commence work under this Contract within 10 days of a date to be specified in written "Notice to Proceed" and to complete work identified on plans within 540 consecutive calendar days from Notice to Proceed.

Contractor further agrees to pay as liquidated damages the sum of 1,000 Dollars ($1,000) for each consecutive calendar day beyond days allowed as hereinafter provided in Article 32 of the General Conditions.

Owner agrees to pay Contractor from current funds for performance of this Contract in accordance with Proposal submitted therefor, subject to additions and deductions, as provided in Specifications, and to make payments on account thereof as provided therein.

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM CONTRACTOR HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND PARKHILL, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT, OR CONSTRUCTION, INTERPRETATION OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ*., AS AMENDED), CONTRACTOR AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT.

By execution of this Contract, Contractor hereby represents and warrants to the City of Midland, Texas, that Contractor has read and understood the Contract.

This Contract shall be governed by laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with this contract shall lie exclusively in Midland County, Texas. All payments and performance under or connected to this contract shall be deemed to have occurred exclusively in Midland County, Texas.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

OWNER:

CITY OF MIDLAND, TEXAS

By_____
Lori Blong, Mayor

ATTEST:

By_____
Marcia Bentley-German, City Secretary

CONTRACTOR:

By_____
Signature

Name, Title: _____
Print

Complete Address:

_____

_____

STATE OF _____

COUNTY OF _____

Before me, _____, on this day, personally
Notary

appeared, _____ (Name of Signer), who

□ is known to me

□ proved to me on the oath of _____
Witness

□ proved to me through _____
Document Description

to be the person whose name is subscribed herein and acknowledged to me execution of the same for purposes and consideration herein expressed.

Given under my hand and seal of office this

_____ day of _____, A.D., _____.
Day Month Year

Notary Seal

_____
Signature of Notary Officer

PERFORMANCE BOND
SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of the City of _____, County of _____ and State of _____, as Principal, and _____ _____ hereinafter called the Surety, are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of _____ _____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, Texas, for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner-Obligee, dated the ___ day of _____ 20__, to the Airfield Wildlife Fence Improvements for the Midland International Air & Space Port, Midland, Texas, specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the Contract conditions, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principal's primary obligation to perform according to Plans and Specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidders, general and special conditions and other contract documents, including any addendums thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

PROVIDED further that this Performance Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work performed thereunder, or the Plans, Specifications, or Drawings accompanying the same, or any assignment of the contract as may be provided for in the Instructions to Bidders, shall in any way affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, assignment thereof, or to the work to be performed thereunder.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this __day of _____, 20___.

Contractor	Surety
By_____	By_____
	(Title)

NOTE: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, the Owner must be furnished with a copy of Power of Attorney for their files.

PAYMENT BOND
SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of the City of _____, County of _____ and State of _____, as Principal, and _____ _____ hereinafter called the Surety, are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of _____ _____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, Texas, for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner-Obligee, dated the ___ day of _____ 20__, to the Airfield Wildlife Fence Improvements for the Midland International Air & Space Port, Midland, Texas, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

PROVIDED further that this Payment Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Contract or to the Work performed thereunder, or the Plans, Specifications, or Drawings accompanying the same, or any assignment of the Contract as may be provided for in the Instructions to Bidders, shall in any way affect its obligation on this Bond, and it does waive notice of any

such change, extension of time, alteration or addition to the terms of the Contract, assignment thereof, or to the work to be performed thereunder.

WITNESS our hands this the _____ day of _____, 20____.

_____	_____
Contractor	Surety
By_____	By_____
	(Title)

NOTE: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, Owner must be furnished with a copy of Power of Attorney for their files.

CERTIFICATE OF INSURANCE

TO: CITY OF MIDLAND
MIDLAND INTERNATIONAL AIR & SPACE PORT
MIDLAND, TEXAS

Date_____

Type of Project: Airfield Wildlife Fence Improvements

THIS IS TO CERTIFY THAT _____
(Name of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

SAMPLE ONLY
SUCCESSFUL
CONTRACTOR
SHALL PROVIDE
CERTIFICATE OF
INSURANCE FROM
HIS CARRIER

	TYPE OF INSURANCE			
Policy No.	Effective	Expires	Limits of Liability	
Workmen's Compensation			Public	
1 person $			Liability	
1 accident $			Contingent	
1 person $			Liability	
1 accident $				
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:_____

Description of Operations Covered:_____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or, in case there is no legal requirement, in less than five days after the insured has received such written notice.

EIGHT COPIES OF THIS
CERTIFICATE MUST BE
SENT TO THE OWNER

_____
(Name of Insurer)

By _____
Title _____
Phone _____

NOTE: THE CITY OF MIDLAND AND PARKHILL SHALL BE NAMED AS ADDITIONAL INSUREDS ON REQUIRED INSURANCE POLICIES.

EXPERIENCE RECORD

List of Projects, similar to that covered by Proposal, which Bidder has successfully completed:

Amount of Contract Award	Time of Work	Date Completed	Name and Address of Owner

List of Projects Bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Percent Completed	Name and Address of Owner

List of Surety Bonds in force on the above uncompleted work:

Amount of Contract Award	Amount of Bond	Name of Surety Company

_____
Bidder

By_____

_____
Business Address

EQUIPMENT SCHEDULE

Bidder should list the major equipment available and serviceable for use on this Work.

Portion of Work Bidder proposes to sublet, if any:

Dated this _____ day of _____, 20____.

By_____

Title_____

CONTRACT ASSURANCE

Contractor will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the recipient deems appropriate. This may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and or
4. Disqualifying the contractor from future bidding as non-responsible.

PROMPT PAYMENT

Prime Contractor agrees to pay each Subcontractor under this Prime Contract for satisfactory performance of its contract no later than 30 working days from the receipt of each payment the prime contractor receives from the City of Midland. Prime contractor agrees further to return retainage payments to each subcontractor within 30 working days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Midland. The clause applies to both DBE and non-DBE subcontractors.

For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the City of Midland. When the City of Midland has made an incremental acceptance of a portion of a prime contract, the work of a Subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Contractor will not be reimbursed for work performed by Subcontractors unless and until the contractor ensures that the subcontractors are promptly paid for the work they have performed.

Contractor failure to comply with the requirements of the DBE Plan shall constitute a material breach of this contract. In such a case, the City of Midland reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due Contractor, not as a penalty but as liquidated damages to the City of Midland or such other remedy or remedies as the City of Midland deems appropriate.

CITY OF MIDLAND DEPARTMENT OF AIRPORTS
DBE POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Midland, Owner, and Operator of Midland International Air & Space Port, herein referred to as MAF, established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. MAF received Federal financial assistance from the Department of Transportation and as a condition of receiving this assistance, MAF signed an assurance to comply with 49 CFR Part 26.

It is the MAF policy to ensure DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy to:

1. ensure nondiscrimination in award and administration of DOT-assisted contracts;
2. create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. ensure DBE Program is narrowly tailored in accordance with applicable law;
4. ensure only firms who fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. help remove barriers to participation of DBEs in DOT-assisted contracts; and
6. assist development of firms that can successfully compete in the marketplace outside the DBE program.

An MAF staff person has been delegated as the DBE Liaison Officer. In that capacity, appointed staff is responsible for implementing all DBE program aspects. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by MAF in financial assistance agreements with the Department of Transportation.

MAF disseminated this policy statement to the City Council of the City of Midland, Texas, and all components of the organization. We distributed this statement to DBE and non-DBE business communities who perform Work for us on DOT-assisted contracts. This is accomplished via inclusion in all our Bid Documents.

Justine Ruff, Director of Airports

Section 26.37 Monitoring Responsibilities

MONITORING PAYMENTS TO DBEs AND NON-DBEs

MAF undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished as follows:

1. Prime Contractors must submit monthly proof of prompt payment to Airport.
2. DBELO will monitor prompt payment to subcontractors via review of cancelled checks and/or accounts payable ledgers submitted with monthly reports.
3. DBELO will verify checks payable to subcontractors are dated within prompt payment period.
4. DBELO may also contact DBE subcontractors by phone/email to confirm receipt of payment within prompt payment period.

Airport requires prime contractors to maintain records/documents of payment to subcontractors, including DBEs, for a minimum of three years unless otherwise provided by applicable record retention requirements for Airport financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the MAF or DOT. This reporting requirement extends to all DBE and non-DBE subcontractors.

INFORMATION TO BE SUBMITTED (26.53(B)):

MAF treats Bidder/Offeror compliance with good faith effort requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is MAF policy to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit Bids/Proposals. Award of this Contract will be conditioned upon satisfying Bid Specification requirements applying to all Bidders/Offerors, including those who qualify as a DBE. A DBE Contract goal of 9.8 percent has been established for this Contract. Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the Contract goal for DBE participation in performance of this Contract.

Types of actions to support good faith efforts at meeting Contract goal for DBE participation (not intended as an all-inclusive list and other methods by Bidder may be relevant in documenting good faith effort:

1. Have DBE subcontractors attend Prebid Meeting
2. Documentation of notices sent to potential DBE subcontractors requesting interest in bidding.
3. Documentation of emails sent to potential DBE subcontractors requesting interest in bidding.
4. Documentation (dates and times) of phone calls made to potential DBE subcontractors informing them of the Project and soliciting an interest in bidding. This should include follow-up calls to support aggressively attempting to obtain DBE participation.

Good faith effort documentation must be included with Proposal submitted.

TO INCLUDE WITH PROPOSAL:

Bidder/Offeror shall include with their proposal:

1. Form 1: Disadvantaged Business Enterprise (DBE) Utilization, (signed by Bidder/Offeror);
2. Form 2: Letter of Intent (for each DBE firm). Note: *DBE firm signature not required at time of proposal submission*; and
3. Completed Bidder Information Sheet.

UPON AWARD OF CONTRACT:

Successful Bidder/Offeror will be required to submit the following information within 5 days of Bid Opening:

(1) names and addresses of DBE firms who will participate in the Contract;
(2) description of work each DBE firm will perform;
(3) dollar amount of participation for each DBE firm participating;
(4) written documentation of Bidder/Offeror commitment to use a DBE subcontractor whose participation meets Contract goal;
(5) written confirmation from DBE of Contract participation as provided in commitment made under (4); and
(6) upon unmet Contract goal, evidence of good faith efforts. Successful Bidder/Offeror must submit DBE written confirmation of participation within five days after Bid Opening.

Midland International Air & Space Port

To all Bidders for AIP-funded projects for Midland International Air & Space Port (MAF):

Any company desiring to submit a bid on an AIP grant project for MAF, must complete a Bidder Information Sheet that includes:

- Name of Firm;
- Address of Firm;
- Age of Firm;
- If Firm is a certified Disadvantaged Business Enterprise (DBE); and
- Amount of annual gross receipts.

Before Contract is awarded, companies must also submit Demonstration of Good Faith Efforts, Form 1: DBE Utilization, and Form 2: Letter of Intent for each DBE subcontractor. If DBE goal percentage is met, complete one Form 1 and a separate Form 2 for each DBE subcontractor. If not met, complete Form 1 and submit documentation of Good Faith Efforts (see 49 CFR Part 26, Appendix A) to support percentage accomplished.

Upon Airport acceptance of bid, submit the following information to MAF Disadvantage Business Enterprises Liaison Officer (DBELO) before Project starts:

- Commitments made to all subcontractors (DBE/non-DBE): MAF Form 2: Letter of Intent or TxDOT Form 4901; and
- Proof of DBE certification of all DBE subcontractors.

Once Project starts, submit monthly to the DBELO a Monthly Progress Report (MAF form or TxDOT Forms 4903 or 4904) of actual dollar amount paid to DBE subcontractors.

Call 432.560.2200 for questions. Thank you for your time and consideration regarding this matter.

Sincerely,

MAF, Liaison Officer
Disadvantage Business Enterprise

Encl

FORMS 1 AND 2: DEMONSTRATION OF GOOD FAITH EFFORTS

Form 1: Disadvantaged Business Enterprise (DBE) Utilization

Undersigned Bidder/Offeror has satisfied bid specification requirements as follows:

☐ Bidder/Offeror met DBE contract goal:

Bidder/Offeror is committed to a minimum of 9.8% DBE utilization on this contract.

☐ Bidder/Offeror has not met DBE contract goal:

Bidder/Offeror is committed to a minimum of 9.8% DBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Legal name of Bidder/Offeror's firm: _____

Bidder/Offeror Representative: _____

Name/Title: _____

_____ _____

Signature Date

Form 2: Letter of Intent

Note: Authorized representative (AR) named herein must be a vested individual with authority to make contracting decisions on behalf of the firm.

Name of Bidder/Offeror's firm: _____

Name/title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name/title of DBE firm's AR: _____

Address: _____

City: _____ State: ____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm: _____

Description of Work	NAICS	Dollar Amount/%*	Dealer/Manufacturer**

**Percentage to be used only in negotiated procurements, including design-build contracts.*
***For material suppliers only, indicate if DBE is a manufacturer or regular dealer as defined by §26.55.*

Undersigned Bidder/Offeror is committed to utilizing the named DBE firm for work described herein. Total expected dollar value of this Work is $_____. Bidder/Offeror understands if awarded contract/agreement resulting from this procurement, it must enter a subcontract with identified DBE firm representative of listed type and amount of Work. Bidder/Offeror understands upon submitting this form with bid/offer, it may not substitute/terminate listed DBE without following procedures of 49 CFR Part 26, §26.53.

_____ _____

Signature of Bidder/Offeror's Authorized Representative Date

Undersigned DBE affirms it is ready, willing, and able to perform amount and type of work as described herein and is properly certified to be counted for DBE participation, therefore.

_____ _____

Signature of DBE's Authorized Representative Date

If Bidder/Offeror does not receive award of Prime Contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

DBE/NON-DBE MONTHLY PROGRESS REPORT FOR MAF

Project: _____ AIP Grant No.: _____

Contractor: _____ Contract Amount: _____

DBE Goal: _____ DBE Goal Dollars: _____

Contractor DBE Status (DBE/non-DBE): _____ Reporting Month: (Month/Year): _____

Vendor Number	Name of Prime/Subcontractor DBE or Non-DBE	*D/N	**Disadvantaged Group	Type of Work	***Total $ Amt Paid for Work Performed (Prime & Sub; DBE & Non-DBE)	**** $ Amt Paid to Non-DBE Firm this Pay Period	***** $ Amt Paid to DBE Firm this Pay Period

* All payments to DBE and Non-DBE firms are required to be reported (D=DBE; N=non-DBE).

** If firm is a DBE, report Disadvantaged Group the DBE firm falls under: BA=Black American; HA=Hispanic American; NA=Native American; SAA=Subcont. Asian American; APA=Asian Pacific American; NMW=Non-Minority Women; O=Other.

*** Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE/second-tier subcontractors and haulers from this column.

**** Report amount paid to non-DBE firm or sub.

***** Report amount paid to DBE firm or sub.

If using a non-DBE hauling firm that leases from DBE truck owner-operators, payments made to each owner-operator must be reported separately. Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

Submission of this report for periods of negative DBE activity is required. This report is required monthly until entirety of Project specified is completed.

I hereby certify the above is a true and correct statement of amounts paid to the DBE or Non-DBE firms listed above.

Signature: _____ Date: _____

Company Official

🛠This report must be submitted with monthly request for payment.

Midland International Air & Space Port

Department of Airports

BIDDER INFORMATION SHEET

Firm Name: _____

_____

Address: _____

_____

_____

Age of Firm: _____

Is your Firm a Certified Disadvantaged Business Enterprise (DBE)? **YES** ☐
NO ☐

Mark the category of your Firm's Annual Gross Receipts.

- ☐ **Less than $1 million.**
- ☐ **More than $1 million, less than $5 million.**
- ☐ **More than $5 million, less than $10 million.**
- ☐ **More than $10 million, less than $15 million.**
- ☐ **More than $15 million.**

SPECIAL PROVISIONS

SP-1 SCOPE OF WORK

Work to be accomplished under these Specifications including Plans shall consist of:

1.1 Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work may be generally described as *Airfield Wildlife Fence Improvements, including new 6- and 8-foot chain-link fencing, motorized and swing gates, and wildlife-deterrent features.*

1.2 Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port (MAF), Midland, Texas.

1.3 Contractor shall furnish all labor, materials, and equipment necessary to complete Work called for in these Specifications and shown on the Plans.

1.4 Payment for various items of Work will be made as specified under various payment articles of Technical Sections.

SP-2 CONTRACT DOCUMENTS

All Work covered by this Contract shall be done in accordance with Contract Documents described in the General Conditions. Drawings included in documents consist of the plans entitled "Airfield Wildlife Fence Improvements," dated March 2024.

Bidders shall be thoroughly familiar with all Drawings and Specifications. Contractor shall be responsible for satisfactory completion of all Work shown on Drawings or specified.

Intent of Plans and Specifications is to prescribe a complete Work or improvement which Contractor undertakes to do in full compliance with Plans, Specifications, Special Provisions, Proposal, and Contract. Contractor shall do all Work including such additional, extra, and incidental Work considered necessary to complete the Project in a satisfactory and acceptable manner, as provided in Plans, Proposal, and Contract. Unless otherwise provided in Specifications, Special Provisions, or Contract, Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to prosecute completion of Work.

Contract Documents are complementary and that called for by any one entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

- Signed Contract,
- Performance Bond,
- Special Bonds (if any),
- Proposal,
- Special Provisions,
- Notice to Bidders,
- Instructions to Bidders,
- Technical Specifications,
- Plans,
- General Conditions of Contract, and
- General Contract Provisions.

PACKET 13.47 March 19, 2024

SP-3 TIME AND ORDER OF COMPLETION

Contractor is permitted to prosecute certain portions of Work in order and manner of own choosing to the best interest of the Project; however, Work shall be conducted in such manner and with such materials, equipment, and labor as required to ensure completion in accordance with Plans and Specifications within time stated in Proposal and Contract. Contractor shall furnish Parkhill with proposed progress schedule and Parkhill shall approved schedule before Work is commenced on Project.

Contractor is reminded approved material submittals are required before incorporation of materials into this Project. To avoid delays in Work progress, provide complete information to Parkhill as early as possible for review and approval.

Contractor will be required to execute various portions of the Project in phases to maintain usage of airport facilities as well as safety during the entire Project. Contractor will be allowed to develop own phasing plan which will meet phasing intent shown on Plans. Contractor phasing plan will be subject to Parkhill approval.

The following time and schedule constraints and understandings shall be included in the progress schedule preparation and Project execution:

Perimeter fencing is the secure line for MAF. Contractor shall always maintain a secure line during construction of new fencing. Do not remove existing fencing or gates until a temporary secure fence is installed to surround all proposed existing fence removal areas. Install temporary fencing on MAF property near fence work area and Contractor shall not utilize property owned by others adjacent to MAF. Temporary fencing shall consist of 6-foot-high minimum chain link topped by three strands of barbed wire. Temporary gates shall meet same requirements. Close and lock gates in temporary fences when Contractor’s forces are not in work area. Do not allow temporary fences to block MAF Perimeter Road.

Portions of new fencing will be constructed within runway object free areas as well as approach and departure areas. Project work may not occur in these areas without complete prior coordination and agreement with MAF personnel regarding runway closure timing and duration. Per Construction Safety and Phasing Plan and the Phasing plan sheets, major RWYs 10-28 and 16R-34L may be closed for an agreed-upon duration to allow fence construction in associated approach and departure areas. Only close one major runway at any one time. RWY 10-28 shall remain open during the winter and spring (December through April) to allow necessary ILS operations, and RWY 16R-34L shall remain open during the summer and fall (May through November) to utilize runway length in hot weather. General Aviation (GA) RWYs 16L-34R and 4-22 may also be closed to allow fence construction given complete coordination with MAF personnel regarding runway closure timing and duration. GA runways are not subject to seasonal closure restrictions.

Gated access to certain areas beyond MAF perimeter shall always be maintained. Contractor shall implement phasing, coordination, or temporary access for the following facilities:

- National Weather Service facility on the east side of MAF near gate EV6.
- Swing Gate NV20, which provides FAA access to the radar facility.

Regarding Project motorized gate construction and reconstruction, to limit gate closure impact on geographic areas of MAF, the following phasing parameters shall be applicable:

- Gates NV1 and NV2 shall not be closed for construction at the same time.
- Gates NV3 and NV3B shall not be closed for construction at the same time.

- Gates NV8 and NV9 shall not be closed for construction at the same time.
- Gates NV12, NV14A, and NV15A may be closed for construction, but ONLY one gate at a time.
- Gates SV4 and SV5 shall not be closed for construction at the same time.
- Gates EV2 (existing designation) and EV3 (existing designation) shall not be closed for construction at the same time.

Other Contractors may perform Work for Owner in the same general area as that covered under this Contract. Contractor shall be expected to coordinate his Work with Work of other Contractors as required to ensure all Work can be carried out with the least possible interference with operation of other contractors or Owner. Contractor coordination with other contractors shall require Parkhill approval. Owner reserves the right to control and direct sequence of operations in areas others will be working. Provision shall be made for other contractors to have suitable space to Work, store materials, as well as access to these areas.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports and other contractors. Portions of taxiways and runways will be closed as required for proper execution of Work, but at least three days' notice will be required before closing any portion of a taxiway or runway. Director of Airports will file Notice to Airmen (NOTAMs) required for various construction operations.

When closing portions of airfield for construction, keep time closed to a minimum. Contractor is required to provide, install, and maintain approved closed runway/taxiway markings in accordance with the latest FAA Advisory Circular 150/5370 and other applicable FAA regulations. No separate measurement or payment shall be made for closed runway or taxiway marking. Coordinate all operations through Parkhill and Director of Airports.

SP-4 LIMITATION OF OPERATION

Complete each item of Work without delay. In no instance shall Contractor be permitted to transfer forces from uncompleted Work to new Work without Parkhill permission. Contractor is required to submit a schedule of operations to Parkhill for approval. Contractor shall not commence new Work to the prejudice of Work already started.

Contractor shall take all necessary precautions to ensure operating aircraft and passenger safety as well as that of Contractor equipment and personnel. Give special considerations to flight schedules and routes taken by equipment traveling within Airport area. Contractor shall provide all such equipment with a flag on a staff attached to equipment, so flag is readily visible. Flag shall be not less than 3 feet square, checkered pattern of international orange-and-white squares, not less than 1 foot on each side. Contractor shall estimate all difficulties to be encountered. Keep equipment not actually in operation clear of landing areas. Personnel shall not enter areas of Airport where aircraft are operating without specific permission.

Nighttime construction activities are not permitted without prior approval of Parkhill and Director of Airports. If required and permitted, nighttime construction activities shall be as noted on Plans and coordinated, through Parkhill, with Director of Airports. During nighttime construction, Contractor shall provide all equipment traveling within Airport area with a flashing light that is always visible and operational.

Coordinate all operations through Parkhill and Director of Airports, so no interference with aircraft traffic on active runways, taxiways, or aprons will result from Contractor operations. Construction activities are not allowed within safety areas of any active runway/taxiway unless approved by Parkhill and Director of Airports.

- Taxiway safety area is the area within 90 feet of the centerline of any taxiway/taxilane.
- Runway safety area is the area within 250 feet of the centerline of any runway when aircraft are operating under Visual Flight Rule (VFR, clear weather) conditions, or within 570 feet of the centerline of any runway when aircraft are operating under Instrument Flight Rule (IFR, inclement weather) conditions.

As required, Contractor shall maintain flagpersons to direct construction traffic to cross or travel along any active taxiway, apron, or runway. Direct traffic away from these facilities when possible and never allow traffic to cross an active runway, taxiway, or apron without proper clearance.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports. Aprons, runways, and taxiways will be closed as required for proper execution of Work as provided in previous Articles.

Contractor shall exert every effort to maintain safety of aircraft traffic and be acquainted with rules and regulations concerning aircraft traffic safety. Maintain FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports during Construction," requirements. Violations of safety rules by Contractor workers shall result in discharge of such workers in accordance with General Conditions. Continued violations of safety rules and regulations by Contractor, after Parkhill or MAF notify Contractor of such violations, shall constitute grounds for suspending Contractor operations until steps are taken to insure a safe operation.

Contractor's field office and material storage area may be located inside secure area of Airport but outside safety areas of taxiways/runways near construction. Contractor shall provide an area for parking all equipment not used for construction purposes, as well as for parking employee vehicles. This area shall be located away from the Airport operational area (AOA) in an area approved by Parkhill and Director of Airports. No employee or other unauthorized vehicles will be allowed within the AOA. If Contractor needs field office outside of secure area, Contractor can install temporary security fencing around office site. Airport must approve security fence.

Contractor shall utilize existing vehicle gates for employees and subcontractors. Contractor shall be responsible for allowing only authorized personnel to enter the AOA through this gate. Contractor shall always control entrance through the gate by employees or subcontractors entering/exiting the gate.

Hauling routes shall not be along/across any paved airport street, road, apron, taxiway, or runway without specific written authorization from Parkhill and Director of Airports. Any damage incurred by Contractor equipment shall be repaired by and at Contractor expense and as required by Parkhill and Director of Airports.

Contractor shall maintain pavement surfaces of runways, taxiways, and aprons, allowed to be used as hauling routes, in a clean condition, suitable for use by aircraft, as determined by Director of Airports.

Successful Bidder is subject to a pre-award review by Office of Compliance and Security, Equal Opportunity Division, Federal Aviation Administration, to determine Contractor's previous compliance status.

Contractor is subject to a preconstruction conference to discuss phasing and Project safety control after award of Contract.

SP-5 CONSTRUCTION ACTIVITY

When construction activity is performed on/adjacent to AOA, the following rules and regulations apply unless otherwise authorized by Airport Operations. **Contractor must have all picture-badged supervisors fingerprinted. Fingerprinting cost is $70.00 per person, paid by Contractor**.

5-1 AOA Badge: At least one supervisor with an AOA picture badge must always be present with any group of unbadged personnel.

5-2 Escorts: All escorts performed by Contractor within AOA must be accomplished by picture-badged personnel operating a vehicle marked by a 3- by 3-foot orange-and-white checkered flag. Traffic must always adhere to haul routes (see Subarticle 5-3). Only authorized airport personnel are to perform escorts off established haul routes.

5-3 Haul Routes: Establishment of AOA haul routes must be authorized through Airport Operations. Contractor shall furnish, erect, maintain, and remove flags for delineation of haul routes. Criteria of establishing perimeter of a haul route and restricted areas will be as follows:

A. Green flags will prominently mark either side of haul route at intervals to easily define route.
B. Yellow flags will prominently mark a boundary 500 feet adjacent to a runway centerline to delineate restricted areas during poor visibility as determined by Airport Operations.
C. Red flags will prominently mark a boundary 250 feet adjacent to a runway centerline to indicate entry is prohibited unless specifically authorized by Airport Operations.
D. Haul Routes that cross/come within 153 feet of a taxiway must have a flagperson present to control vehicular traffic.
E. No haul route may come within 1,000 feet from end of a runway unless specifically authorized by Airport Operations.

5-4 Cranes: Any construction activity utilizing a crane or other hoisting device shall have prior written approval of FAA. Contractor shall be responsible for filing prescribed forms for airspace clearance in accordance with Part 77 of Federal Aviation Regulations. Applications for airspace clearance must be submitted at least 30 days before construction activities. To avoid construction delays, Contractor is urged to timely file prescribed forms. Airspace clearance from FAA must be approved before erection of crane or other hoisting device. The following information is required:

A. Location of equipment.
B. Maximum extendable height.
C. Duration of use.
D. Daily hours of operation.

Top of crane must be marked by a 3- by 3-foot orange-and-white checkered flag and lowered at night and during periods of poor visibility as directed by Airport Operations. Cranes which exceed a height of 149 feet must be approved in writing by the FAA (FAA Form 7460-1). Contractor shall notify Parkhill at least 48 hours before erecting crane.

5-5 Restricted Areas: Construction prohibited in these areas unless authorized by Airport Operations:

A. Within 90 feet of a taxiway or apron taxiway centerline.
B. Within 250 feet parallel to runway centerline. (500 feet during poor visibility as determined by Airport Operations.)
C. Within 1,000 feet of end of the runway.
D. Within certain areas about runway to cause interference with navigational equipment.

5-6 Trenches and Excavations: No trenches or excavations allowed within these areas:

A. Within 250 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-7 Stockpiles of Material: No stockpiled material allowed within these areas:

A. Within 500 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-8 Escorts, Badges, and Permits: When construction activity is performed on/adjacent to AOA and access onto apron required, the following rules will apply unless otherwise authorized by Airport Operations:

A. Escorts: Airport Operations must escort Contractor vehicles and equipment. Contractor must observe all rules and regulations.

EXCEPTION: Vehicles displaying a Permanent AOA Access decal do not require an escort while operating on ramps.

B. AOA Badges: Contractor personnel will display AOA Identification Badge.
C. AOA Access Permit: Contractor vehicles will display AOA Access Permit or Temporary AOA Access Permit.

EXCEPTION: Construction equipment (tractors, dump trucks, cranes, etc.) are not required to display an AOA Access Permit.

5-9 Protection of Airfield Areas: Utilize these procedures to prevent inadvertent entry by aircraft or vehicles into closed sections of taxiways, runways, or aprons. Contractor shall provide all materials and labor to furnish, erect, maintain, and remove these items as subsidiary to other items in Project.

A. When any taxiway or other AOA is closed, area will be protected by cones and flashing lights set up at entrances to closed areas.
B. Appropriate NOTAMs will be issued on closure and associated maintenance or construction activity.
C. Centerline and edge lights will be turned off, removed, obliterated, or disconnected as dictated by circumstances requiring closure.
D. All excavations in existing pavement areas (e.g. mudjacking repairs) must have hole protected by cones and flashing lights, in addition to cones and lights marking closed area.
E. Major excavations (constructing new taxiways, ramps, other construction activity) or major repairs of existing taxiway/runway will be protected by 10-inch-wide by 8-foot-long plastic, FAA-approved barricades (striped orange and white) with at least two red-flashing lights on top of each barricade.
F. In some cases, taxiway centerline striping will be obliterated, and a temporary displaced centerline provided.
G. All airfield activities must be continually coordinated through Airport Operations Supervisor.

SP-6 AFFIDAVIT OF BILLS PAID

Before Owner's final acceptance of this Project, Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in construction of these improvements, are paid in full, including any retainage, and no claims are pending, of which Contractor is notified.

SP-7 CALENDAR DAY

Time for Project completion and liquidated damages shall be in accordance with provisions of General Conditions, Article GC-32 - Time for Completion and Liquidated Damages. A calendar day is every day shown on the calendar.

SP-8 PROTECTION OF PROPERTY

Contractor shall exercise care to prevent damage to all structures, above or below ground, including buildings, fences, pipelines, utilities, roads, etc., publicly, or privately owned, and including Work performed by others. Contractor is responsible for locating all underground facilities damaged by proposed construction.

Contractor shall be responsible for all damage done to either public or private property during construction except as specifically provided otherwise in these Specifications.

Known existing underground utilities and structures are shown on Plans. Locations are believed reasonably accurate but not guaranteed.

Contractor shall take all steps necessary to protect existing facilities during construction to assure continuous operation of lights for runways and taxiways which will be open for night operations.

SP-9 ELECTRIC POWER AND NATURAL GAS

Contractor shall provide electrical, natural gas, and other fuel requirements and pay for electricity, gas, or fuel consumed during Project construction. Contractor shall construct own service lines and such construction shall be in strict accordance with all applicable codes and laws.

SP-10 LINES AND GRADES

Engineer will provide Contractor with horizontal control points and a benchmark for vertical control. Engineer will also stake approximately every 200 LF along fence centerline. This staking is intended to reverify MAF property line and any planned offset from property line to new fence. All other construction staking shall be done by Contractor. References to lines and grades as established by Engineer shall reference these control points.

Parkhill will provide Contractor with all necessary information relating to control points set by Parkhill. Contractor will be responsible for laying out Work. Parkhill will check Contractor's grade control and major layouts at Parkhill's discretion, but this check will not relieve Contractor of responsibility of correctly locating line and grade in accordance with Plans and Specifications.

Parkhill will take all measurements necessary to determine amount of Work performed under various items payment is provided. When necessary, Work will be suspended to permit this Work, but such suspension will be as brief as practicable, and Contractor shall be allowed no extra compensation.

Contractor shall be certain as to accuracy of all measurements before constructing any permanent structure and not take advantage of any errors made in laying out Work. Contractor shall scrupulously preserve such stakes/markings as Parkhill may set for either Parkhill or Contractor guidance. In case of Contractor or employee negligence resulting in destruction of such stakes/markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due Contractor, at Parkhill discretion.

SP-11 WATER FOR CONSTRUCTION

Contractor shall provide for water requirements and pay for all water consumed during Project construction. Contractor shall arrange and pay for connections to existing water mains, fire hydrants, and piping/hauling water to the point where water is required.

SP-12 MATERIAL TESTS

Specifications require various tests on construction materials. In general, Contractor shall bear the cost of all material tests required before approval of material, source, or mix design. City will bear the cost of all passing commercial laboratory tests required for acceptance during construction of improvements and Contractor shall bear the cost of all failing construction tests.

Where only small amounts of material are used or where compliance with Specifications determined by visual inspection, no tests are required. Certificates of compliance required on all materials not tested.

All materials proposed used may be tested any time during preparation and use. If, after trial, sources of supply approved do not furnish a product of uniform quality or product from any source proves unacceptable any time, Contractor shall furnish approved material from another source.

SP-13 BARRICADES, SIGNS, AND HAZARD MARKINGS

Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for protection of Work and the safety of the public for passengers and aircraft. Before closing existing apron, runways, or taxiways, place warning signs for air traffic at such locations, visible day and night. Any movement of Contractor vehicles or equipment on/across aprons or taxiways shall carry FAA standard markings or flags. Movement of other vehicles responsible to Contractor shall be under escort, as specified in Article SP-5-2.

Barricades for runways, taxiways, and aprons closed to traffic shall consist of 10-inch-wide by 8-foot-long plastic, FAA-approved barricades. Each barricade shall have reflective striping and a red flashing light on each end. Barricades shall be spaced with no more than 10-foot clearance between flashing lights attached to successive barricades. Obstructions shall be illuminated at night. Proper illumination of obstructions is critical to safe operation of aircraft on the Airport. All warning lights shall be equipped with photocell controls to automatically turn on lights at night and off at daytime. Contractor shall check lights daily (and each night) to assure batteries/power cells are working. Immediately replace or repair any lights found out-of-order, flashing weakly, or in otherwise less than acceptable operating condition. Parkhill may suspend Work on Project if Contractor's warning lights are not maintained. A $25.00/day charge will be assessed Contractor for each light found inoperative by Owner's personnel or representatives.

SP-14 PREVENTION OF AIR AND WATER POLLUTION

Contractor shall use suitable precaution to minimize air and water pollution during Work progress. Contractor shall meet all EPA requirements concerning air and water pollution. Contractor shall implement a Stormwater Pollution Prevention Plan (SWPPP) as required by Plans and Specifications.

SP-15 PUBLIC CONVENIENCE AND SAFETY

Materials stored on the Airport shall be placed and Work always conducted to cause no greater obstruction to air and ground traffic than Parkhill consider necessary. In protecting operational areas, minimum clearances maintained for runways shall agree with Part 77 of Federal Aviation Regulations. During Project construction, Contractor shall also maintain operational safety on Airport in accordance with the FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports during Construction" and SW5200.5B, "Airport Safety during FAA-funded Airport Construction and FAA Facilities Maintenance." No runway, taxiway, apron, or roadway shall be closed or opened except by express permission from Parkhill and Director of Airports.

Contractor shall be responsible for maintaining pavement free of all rocks, gravel, dirt, and other debris where hauling is permitted on/across any active roadway, apron, runway, taxiway, or areas temporarily closed subject to opening on short notice. Contractor shall immediately remove all rocks, gravel, dirt, or other debris.

SP-16 FINAL CLEANING

As each intermediate phase of Work is completed and before opening any portion of any airfield apron, roadway, runway, or taxiway, Contractor shall be responsible for cleaning construction site and adjacent pavement as specified.

Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from site and deposited on adjacent property will not be considered satisfactorily disposed. Cleanup cost shall be included as a part of cost of various items of Work involved with no direct compensation made for this Work.

SP-17 INSURANCE

Contractor shall not begin Work under this Contract until all insurance is obtained as required in General Conditions of Contract, proof of same is furnished to Owner, and Owner approves. All insurance required for this Project shall name the City of Midland and Parkhill as additional insureds.

Contractor shall obtain and deliver to Owner, an Owner's Protective or Contingent Public Liability Insurance Policy naming the City of Midland and Parkhill as additional insureds and amount of policy shall be as follows:

- $1,000,000 for injuries, including accidental death, to one or more persons and subject to noted limit for each person;
- $1,000,000 total limit for all damages arising out of bodily injuries to or death of two or more persons in any one accident;
- limit not less than $1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident; and
- $2,000,000 total (or aggregate) limit for all damages arising out of injury to or destruction of property during policy period.

Before Work on any Contract or subcontract begins, Contractor(s) and subcontractor(s) shall submit seven certificates to Owner for approval covering each insurance policy carried and offered as evidence of compliance with noted requirements, signed by an authorized representative of insurance company, setting forth:

- name and address of insured;
- location of operations to which insurance applies,

- number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
- policy expiration date and limit(s) of liability thereunder on date borne by such certificate;
- statement insurance of type afforded by policy applies to all operations of whatever character, undertaken by insured during performance of Contract, provided such operations are required in performance of Contract and
- provision the policy may be canceled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, and cancellation of such policy shall be effective, with copy to Owner of letter of intent.

These certificates will become a part of Contract Documents and must be included with Contract Documents before execution by the City of Midland. Coverages specified herein apply to all Contractor operations in connection with this Work, including automobile and other vehicles.

Contractor's insurance shall cover self, all subcontractors, and sub-subcontractors. All other sublevels of Contractors shall provide copies of proof of insurance if not covered by the general Contractor.

Contractor shall provide a Waiver of Subrogation in favor of the City of Midland and Parkhill on Worker's Compensation and Employee Liability Insurance, Contractor's Public Liability and Property Damage Liability Insurance, and Automobile Insurance.

SP-18 REMOVAL AND DISPOSAL OF STRUCTURES, UTILITIES, AND OBSTRUCTIONS

All materials and debris specified to be disposed by Contractor shall become Contractor's property and Contractor shall properly dispose off Airport property.

SP-19 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces shall conform to lines, grades, cross sections, and dimensions. Any deviation from Plans required by exigencies of construction shall be determined and authorized by Parkhill in writing.

SP-20 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All Work rejected or condemned shall be repaired or, if not satisfactorily repaired, removed and replaced at Contractor expense. Contractor shall immediately remove materials not conforming to Specification requirements from site of Work and replaced with satisfactory material at Contractor expense.

Work done beyond that shown on Plans, or as given, except as herein provided, without proper inspection, or any extra or unclassified Work done without written authority and prior agreement in writing as to prices, will be done at Contractor risk and considered unauthorized and, at Parkhill option, may not be measured, paid for, and may be ordered removed and replaced at Contractor expense.

Upon Contractor failure to repair satisfactorily or remove and replace, if so directed, rejected, unauthorized, or condemned Work or materials immediately after receiving formal notice from Parkhill, Owner may recover for such defective Work or materials on Contractor bond, or by action in court having proper jurisdiction over such matters, or may employ labor, equipment, and satisfactorily repair or remove and replace such Work and charge cost of same to Contractor, which will be deducted from any money due.

SP-21 DISPUTED CLAIMS FOR EXTRA WORK

In case Contractor deems extra compensation is due for Work on materials not clearly covered in Contract nor ordered by Parkhill as an extra, Contractor shall notify Parkhill in writing of intention to make a claim for such extra compensation before beginning Work on which claim is based and shall afford Parkhill every facility for keeping actual cost of Work. Contractor's failure to give such notification or afford Parkhill proper facilities for keeping strict account of actual costs, shall constitute a waiver of claim for such extra compensation. Contractor's filing of such notice and keeping of costs by Parkhill shall not in any way be construed to prove claim validity. When Work is completed, Contractor shall, within 10 days, file a claim for extra compensation with Parkhill, who will present it to Owner for consideration.

SP-22 FEDERAL PARTICIPATION

Pursuant to provisions of the Act of Congress known as the Airport Improvement Program of 1982 as amended, the United States Government may pay a portion of improvement cost. This Act of Congress provides construction Work and labor in each state shall be in accordance with laws of that state subject to FAA inspection and approval and in accordance with rules and regulations made pursuant to said Act. Construction Work, therefore, will be subject to such inspection by FAA Administrator or agents as deemed necessary to meet with requirements when Federal funds are used, but such inspection will in no sense make the Federal Government a party to this Contract nor interfere with rights of either party to Contract.

SP-23 INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER, PARKHILL, AND ALL OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY FEES, BROUGHT FOR/ON ACCOUNT OF ANY INJURIES/DAMAGES RECEIVED/SUSTAINED BY ANY PERSON(S)/PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONTRACTOR, AGENTS, EMPLOYEES, OR ANY SUBCONTRACTOR, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR IS REQUIRED TO PAY ANY JUDGMENT WITH COSTS OBTAINED AGAINST OWNER, PARKHILL, OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER AND ALL OWNER'S OFFICERS, AGENTS, AND EMPLOYEES AND PARKHILL AND OFFICERS, AGENTS, AND EMPLOYEES OF PARKHILL FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY FEES, BROUGHT FOR/ON ACCOUNT OF ANY INJURIES/DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON(S)/PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF OWNER, OWNER'S OFFICERS, AGENTS, AND EMPLOYEES, OR ON ACCOUNT OF ANY NEGLIGENT ACT OF PARKHILL, OR OFFICERS, AGENTS, AND EMPLOYEES OF PARKHILL WHETHER SUCH NEGLIGENT ACTS WERE SOLE PROXIMATE CAUSE OF INJURY/DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CONTRACTOR OR CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS NEGLIGENCE, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF/IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR IS REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE

OBTAINED AGAINST OWNER OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

CONTRACTOR AGREES TO INDEMNIFY AND SAVE OWNER AND PARKHILL HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN FURTHERING PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE ALL OBLIGATIONS OF NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED, OR WAIVED.

CONTRACTOR HEREBY WAIVES ALL RIGHTS TO ANY ATTORNEY FEES AWARDED AS RESULT OF ANY ACTION BROUGHT UNDER THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT RELATING TO THIS CONTRACT.

SP-24 CONTRACTOR RESPONSIBILITY FOR WORK

Until acceptance by Parkhill of any part or all construction, as provided for in these Specifications, it shall be under charge and care of Contractor who shall take every necessary precaution against injury or damage to any part of Work by action of elements or from any other cause whatsoever, whether arising from execution/non-execution of Work. Contractor shall rebuild, repair, restore, and make good, at own expense, all injuries or damage to any portion of Work occasioned by any noted cause before completion and acceptance.

SP-25 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

Making Final Payment by Owner to Contractor shall not relieve Contractor of responsibility for faulty materials or workmanship. Contractor shall promptly replace any such defects discovered within one year from date of written acceptance of Work.

SP-26 TEXAS STATE SALES TAX

Work under this Contract is for an entity which qualifies for exemption pursuant to provisions of Article 151.309 of the Texas Tax Code.

Contractor performing this Contract may purchase, rent, or lease all materials, supplies, and equipment incorporated into Project by issuing an exemption certificate to supplier in lieu of tax, said exemption certificate complying with State Comptroller rulings. However, equipment and parts for equipment purchased used on Project but not incorporated into Project do not qualify for said tax exemption.

Contractor shall issue a resale certificate in lieu of paying such sales tax for all materials incorporated into Project. Further, Contractor shall separate charges for materials incorporated into Project from charges for labor. Any such exemption certificate issued by Contractor in lieu of tax shall be subject to provisions of State Comptroller rulings.

SP-27 SEPARATE CONTRACTS

Owner reserves the right to let other contracts about/near Project. Contractor shall afford other contractors a reasonable opportunity for introduction and storage of materials, execution of Work, and coordinate Work with theirs. Contractor coordination with other contractors shall require Parkhill approval. See Article SP-3 for additional requirements concerning separate Contracts.

SP-28 TRENCH SAFETY

Contractor shall strictly comply with all requirements of Occupational Safety and Health Administration (OSHA) Manual, Chapter XVII, Subpart P - Excavation, Trenching and Shoring, for all trenching and excavation operations.

If depths of trenches are encountered over 5 feet, Contractor shall cut trench walls to angle of repose of soils encountered or submit alternate shoring details to Parkhill for approval.

SP-29 LOAD RESTRICTIONS

Contractor shall comply with all legal load restrictions in hauling materials on public roads beyond limits of Work. A special permit will not relieve Contractor of liability for damage which may result from moving material or equipment.

Equipment operations of such weight or so loaded to cause damage to structures or any other type of construction will not be permitted. Hauling materials over base course is not permitted. Hauling materials over base or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before curing period expiration. Contractor shall be responsible for all damage done by hauling equipment and shall correct such damage at own expense.

SP-30 NOTICE TO PROCEED

Notice to proceed shall state the date on which it is expected Contractor will begin construction and from which date Contract time will be charged. Contractor shall begin Work to be performed under Contract within 10 days of date set by Parkhill in written Notice to Proceed, but in any event, Contractor shall notify Parkhill at least 24 hours in advance of time actual construction operations will begin.

SP-31 PAYMENT FOR MATERIALS ON HAND

Partial payments may be made to extent of delivered cost of materials to incorporate in Work, if such materials meet requirements of Contract, Plans, and Specifications and are delivered to acceptable sites on Airport property or other sites in the vicinity acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in next partial payment after these conditions are met:

A. Material is stored/stockpiled in a manner acceptable to Parkhill at/on an approved site.
B. Contractor furnished Parkhill with acceptable evidence of quantity and quality of such stored/stockpiled materials.
C. Contractor furnished Parkhill with satisfactory evidence material and transportation costs have been paid. Contractor is to provide copies of invoices paid (listing the cost of each item) for materials on hand requested on partial payment request.
D. Contractor furnished Owner legal title (free of liens/encumbrances of any kind) to material so stored/stockpiled.
E. Contractor furnished Owner evidence material stored/stockpiled is insured against loss by damage to or disappearance of such materials any time before use in Work.

Transfer of title and Owner's payment for such stored/stockpiled materials shall in no way relieve Contractor of responsibility for furnishing and placing such materials in accordance with requirements of Contract, Plans, and Specifications.

In no case will amount of partial payments for materials on hand exceed Contract price for such materials or Contract price for Contract item in which material is intended for use.

No partial payment made for stored/stockpiled living or perishable plant materials.

Contractor bears all costs associated with partial payment of stored/stockpiled materials in accordance with provisions of this subsection. See also SP-52 "Partial Payments" and GC-46 "Partial Payments."

SP-32 WEIGHING AND MEASURING EQUIPMENT

Except as modified herein, all scales and scale installations shall meet requirements of the National Institute of Standards and Technology Handbooks 44 and 112 (published by U.S. Department of Commerce and available from Superintendent of Documents, U.S. Government Printing Office, Washington, D.D. 20402-9325), except required accuracy shall be 0.4 percent of load weighed or one graduation on the scale dial. Contractor shall provide personnel, facilities, and equipment for checking scales to Parkhill satisfaction.

Check all scales before beginning operations, after each move, at times when, in Parkhill opinion, there is a question as to accuracy/adequacy, and at least once each six months. Contractor shall furnish a report of calibration from a scale mechanic licensed by the Texas Department of Agriculture using certified weights and approved by Parkhill, certifying scales meet requirements of this item. Plant operations shall cease during checking operation. When inaccuracy/inadequacy is discovered, do not resume scale use until corrective measures are complete and/or scales calibrated. When equipment is adjusted, modify to bring performance errors as close as practicable to zero value.

SP-33 PROGRESS SCHEDULE

Within 15 working days after award of Contract (or at Preconstruction Meeting), Contractor shall submit a Project progress schedule. Progress schedule shall be prepared in a form suitable to Parkhill and show proposed starting and completion dates for each phase of construction as well as each item of Work within each phase. Progress schedule shall include a "Percent Complete Curve" with monthly amount, cumulative amount, and cumulative percent. Progress schedule, if suitable and indicates certain Project completion within the specified time, will be approved in writing by Parkhill. Revisions/changes in approved progress schedule may only be made with Parkhill approval.

SP-34 AVERAGE CLIMATIC RANGE

Time allowed for completion of entire Project shall include number of calendar days for anticipated delays due to normal weather conditions. No time extension for delays due to weather allowed until and unless such delays exceed claims for extension of time because of abnormal inclement weather. Such extension of time shall be granted only because such abnormal inclement weather prevented execution of major items of Work on normal working days. Weather conditions on a particular day may affect Work on days following the normal weather day. This subsequent delay shall not be considered abnormal and no extension of time will be considered.

The following weather table reflects meteorological data from Midland-Odessa area and will be used to determine Contract time extensions due to abnormally inclement weather. For purposes of this Contract, "abnormally inclement weather" is interpreted as number of days more than normal number of days on which rainfall exceeds 0.01 inch, or snow/ice pellets exceed 1.0 inch. Extensions of time to complete Work will be based on calendar days and granted by monthly account. No "rain days" unused for previous months may be carried over or accountable for future periods of time.

WEATHER TABLE		
MONTH	**MEAN NO. OF RAIN DAYS[1]**	**MEAN NO. OF SNOW/ICE PELLETS DAYS[2]**
January	3	0
February	3	0
March	4	0
April	3	0
May	5	0
June	5	0
July	4	0
August	5	0
September	7	0
October	3	0
November	3	0
December	3	0
TOTAL	**48**	**0**

[1] Mean number of days' rainfall, 0.01 inch or more.
[2] Mean number of days' 1.0 inch or more.
[*] Less than 0.5 inch.

Table based on information reported from MAF, Midland, Texas.
Latitude 31 degrees, 56 minutes N Longitude, 102 degrees 12 minutes W, elevation (ground) 2,862 feet.
Means are based on records covering 10 years from 2012-2021.

SP-35 SUBSTANTIALLY COMPLETE

In various specifications "Substantially Complete" is used. Definition shall be:

> "Substantially complete shall occur at time Work to be completed is complete as specified and Owner accepts/occupies facility/improvement. All equipment shall have been completely installed, tested, ready for Owner acceptance and use, and accepted by Owner before Work is defined as substantially complete."

SP-36 SUBMITTALS

Transmit each submittal with Contractor-standard transmittal letter including Contractor name, address, and phone number. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate. Apply Contractor stamp, signed/initialed certifying review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, are in accordance with requirements of Work and Contract Documents. Schedule submittals to expedite Project and deliver to Parkhill via the Procore website (except for product samples mailed to Parkhill's physical address). Coordinate submission of related items. Identify variations from Contract Documents and product/system limitations detrimental to successful performance of completed Work. Parkhill Project Coordinator (PC) shall distribute reviewed submittals to concerned

parties via the Procore website instructing parties to promptly report any inability to comply with provisions. Process/format as follows:

- Digitally upload all submittals using PDF file extension. Each submittal shall be a single PDF file including transmittal letter. Multiple files for the same submittal will not be accepted.
- Submittals in any other format, including ZIP files, will be rejected.
- Hard copies will not be accepted.
- To ensure each page is legible, PDF pages of Drawings shall be same size/scale as a hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
- Upload submittals to the Parkhill Procore website.

Submittal procedures described herein apply to Construction Progress Schedule, Products List, Shop Drawings, Product Data, Samples (actual samples to submit, not digital files), Design Data, Test Reports, Certificates, Manufacturer Instructions and Field Reports, and other types of submittals submitted to Parkhill. Submittals shall include but not necessarily limited to:

- Preliminary CPM Contractor's construction schedule.
- Detailed lighting plan for night Work (if applicable).
- Contractor's list of emergency names and phone number.
- Video and/or written report of existing facilities conditions documenting inspection results performed before start of Work.
- List of subcontractors and material suppliers with experience statement.
- Certified payroll reports and statement of compliance from Contractor and all subcontractors (submitted directly to Airport Accountant).
- Disadvantaged Business Enterprise (DBE) utilization reports (submitted with monthly pay applications).
- Three-week lookahead Project schedule (at weekly construction meetings).
- Contractor Quality Control Plan (submitted by preconstruction meeting).
- Other submittals noted in Appendix C of Construction Management Plan (CMP).
- Contractor affidavit regarding settlement of claims (closeout request).
- Original affidavit acknowledging all subcontractors, material suppliers, payrolls, bill for materials and equipment, and other indebtedness connected with Contract have been paid or otherwise satisfied (closeout request).
- Original with notary signature, full and final release, and waiver on liens from Contractor, each subcontractor, and material suppler that documents that are been paid in full (closeout request).
- Warranty (due at Final Completion).
- Maintenance and operating instructions of new equipment.

SP-37 GEOTECHNICAL INFORMATION

A geotechnical report for this Project is available in Appendix A but is included for information only and is not intended to represent conditions in all Project areas.

SP-38 SOVEREIGN IMMUNITY

By executing this Contract, Owner is not waiving its right to sovereign immunity. Owner is retaining immunity from suit. Owner is not granting consent to be sued by legislative resolution or action.

<u>THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.</u>

SP-39 GOVERNING LAW AND VENUE

This Contract shall be governed by laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits, or other action arising from or connected in any way to this Contract or performance of this Contract shall be in Midland County, Texas. Obligations and undertakings of each party to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced, and construed under the law of the State of Texas. Laws of the State of Texas shall govern, construe, and enforce all rights and duties of parties, including but not limited to tort claims and all Contractual claims or disputes, arising from or relating in any way that would direct application of laws of another jurisdiction.

SP-40 THIRD-PARTY BENEFICIARY

This Contract does not create a third-party beneficiary nor is there a third-party beneficiary to this Contract. No person/entity not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

SP-41 RELEASES

NOTWITHSTANDING ANY OTHER PROVISIONS, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES, AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS, AND PARKHILL, AND ITS EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS/MIGHT HAVE INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR OWNER NEGLIGENCE.

SP-42 INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all Work and services described herein as an independent Contractor and not as an officer, agent, servant, or employee of Owner; that Contractor shall have exclusive control of and exclusive right to control details of services and work performed hereunder, and all persons performing the same; and shall be solely responsible for acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between owner and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any work and services described hereunder by Contractor shall be considered an officer, agent, servant, or employee of Owner. Further, it is specifically understood and agreed that nothing in this contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all rights, obligations, and liabilities applicable to it as such independent contractor. Owner does not have the power to direct the order Work is done. Owner shall not have the right to control means, methods, or details of Contractor's work. Contractor shall assume exclusive responsibility for Work. Contractor is entirely free to do Work in its own way.

SP-43 NOTICE OF ALLEGED BREACH, STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Contractor or legal representative shall give City Manager, or other reasonable official of Owner, notice in writing (consisting of one original and seven copies of notice attached to Contract) of such damages, duly verified, within 150 days after same has been sustained. Discovery rule does not apply to giving this notice. Notice shall include when, where, and how damages occurred, apparent extent thereof, amount of damages sustained, amount for which Contractor will settle, physical and mailing addresses of Contractor at time and date claim was presented as well as physical and mailing addresses of Contractor for six months immediately preceding occurrence of such damages, and names and addresses of witnesses upon whom Contractor relies on to establish claim. Failure to notify City Manager within time and manner provided herein shall exonerate, excuse, and except Owner from any liability whatsoever. Owner is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. Owner reserves the right to request reasonable, additional information regarding claim. Said additional information shall be supplied within 30 days after receipt of notice.

Statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding another provision, Contractor failure to comply with requirements herein shall perpetually bar Contractor's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Owner has actual/constructive notice/knowledge of said claim or alleged damages. Contractor agrees requirements of this entire Contract are reasonable.

SP-44 ASSIGNMENT

Contractor shall not directly/indirectly assign all/any part of this Contract or any interest, right, or privilege herein, without prior written consent of Owner. Owner has the sole discretion on whether to grant consent to an assignment.

SP-45 WAIVER OF ATTORNEY FEES

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT OR CONSTRUCTION, INTERPRETATION, OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION/PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF CONTRACT INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, CONTRACTOR AGREES TO ABANDON, WAIVE, AND RELINQUISH ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES AN UNDERSTANDING OF ALL TERMS AND CONDITIONS OF CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED/INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO EXECUTION.

SP-46 PROMPT PAY ACT

Owner and Contractor agree Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

SP-47 PAYMENT

After Contractor completes all Work including all Change Orders altering original Scope, amount of said Contract are completed, and Owner inspected and approved that Work is completed and in compliance with Contract and all subsequent Change Orders, Owner may thereafter issue payment to Contractor in amount of Contract and all Change Orders. Owner shall be the final judge of when Contractor completes Work. Owner, at sole discretion, shall determine if Work under Contract and under any Change Orders was done to Owner requirements. Owner may make periodic payments to Contractor; however, such periodic payments may only be made pursuant to this Article and only after all Work and Change Orders are completed by Contractor and approved by Owner.

SP-48 PROJECT CLOSEOUT

Approval of Final Payment to Contractor is contingent upon completion and submittal of items listed below. Final Payment not approved until Parkhill approves Contractor's final submittal. Contractor shall:

- provide two copies of all manufacturer warranties specified for materials, equipment, and installations.
- provide weekly payroll records (not previously received) from General Contractor and all subcontractors.
- complete final cleanup. Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within limits indicated and leave site neat and presentable. Material cleared from site and deposited on adjacent property will not be considered as having been disposed satisfactorily unless Contractor obtained written permission of such property owner.
- complete all punch list items identified during Final Inspection.
- provide complete release of all claims for labor and material arising out of Contract.
- provide a certified statement signed by subcontractors indicating actual amounts paid to Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with Project.
- return copies of sales tax completion forms when applicable per state requirements.
- provide manufacturer certifications for all items incorporated in Work.
- make all required Record, As-Built, or As-Constructed Drawings available.
- deliver Project Operation and Maintenance (O&M) Manual(s).
- provide Security for Construction Warranty.
- submit equipment commissioning documentation, if required.

SP-49 DISCLOSURE OF INTERESTED PARTIES

Successful proposer will be required to complete Texas Ethics Commission Form 1295-Certificate of Interested Parties and submit completed form with executed Contracts for Project. Complete Form 1295 online at the Texas Ethics website: https://www.ethics.state.tx.us/filinginfo/1295/

Parkhill will email links to Contractor with an explanation once Contract is awarded. Contractor is responsible for completing form, printing, and submitting along with all other required Contract Documents.

SP-50 PARKHILL/RPR AUTHORITY AND DUTY

Parkhill nor RPR shall supervise, direct, or have control over Contractor's Work nor have any responsibility for construction means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with Work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents.

Parkhill nor RPR shall be responsible for any acts/omissions of Contractor, subcontractor, entity performing any portions of Work, or agents or employees of any of them. Parkhill nor RPR guarantee Contractor performance nor are responsible for Contractor's failure to perform Work in accordance with Contract Documents or any applicable laws, codes, rules, or regulations.

SP-51 ANTI-BOYCOTT STATUTES

To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Contractor hereby verifies:

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

SP-52 PARTIAL PAYMENTS

Partial Payments will be made to Contractor at least once each month as Work progresses. Said payments will be based upon estimates, prepared by Contractor for Architect/Engineer review, of the value of Work performed and materials complete and in place, in accordance with Contract, Plans, and Specifications. Such partial payments may also include delivered actual cost of those materials stockpiled and stored in accordance with Construction Contract requirements. No partial payment will be made when amount due to Contractor since last estimate is less than $500.

1) From the total amount determined payable on a partial payment, Owner shall deduct and retain 5 percent of such total amount to protect Owner interests. Unless Owner instructs otherwise, amount Owner retains will be in effect until final payment is made except:
    a. Contractor may request release of retainage on work partially accepted by Owner in accordance with Construction Contract requirements. Contractor must provide a certified invoice to Owner to support retainage value held by Owner for partially accepted Work.
2) Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor received partial payment. Contractor must provide Owner evidence of prompt and full retainage payment held by prime Contractor to subcontractor within 30 days after subcontractor work is satisfactorily

completed. Subcontractor work is satisfactorily completed when all tasks called for in subcontract are accomplished and documented as Owner requires. When Owner incrementally accepts a portion of a prime contract, subcontractor work covered by that acceptance is deemed satisfactorily completed.

3) When at least 95 percent of Work is completed to Owner satisfaction, Contractor shall, at Owner discretion and with consent of surety, prepare estimates of both contract value and cost of remaining work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of work remaining to be done. Remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in proposal or covered by approved change orders or supplemental agreements, except when Architect/Engineer determines such excess quantities are to be part of the final quantity for item of work in question.

No partial payment shall bind Owner to acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at time of final payment in accordance with Construction Contract requirements.

Contractor shall deliver Owner a complete release of all claims for labor and material arising out of this contract before final payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. Bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

END OF DOCUMENT

GENERAL CONDITIONS OF CONTRACT

GC-01. OWNER

When "Owner," "Party of the First Part," or "First Party" are used in Contract Documents, it shall refer to Owner as described in Contract.

GC-02. CONTRACTOR

When "Contractor," "Party of the Second Part," or "Second Party," are used, it shall mean person(s), co-partnership, or corporation so defined in Contract who agreed to perform Work embraced in this Contract, or to legal representatives.

GC-03. ARCHITECT/ENGINEER

When "Architect/Engineer" is used in this Contract, it shall refer to Parkhill, Architect/Engineer of Owner, or such other Architect/Engineer, supervisor, or inspector, as authorized by said Owner, to act as Owner's representative with respect to services performed or furnished by Architect/Engineer.

GC-04. CONTRACT DOCUMENTS

Contract Documents shall consist of Notice to Bidders (Advertisement), Instructions to Bidders, Proposal, signed Contract, Performance Bond, Payment Bond, General Conditions of the Contract, Special Provisions, Technical Specifications, Plans, and all modifications thereof incorporated in any documents before execution of Contract.

Contract Documents are complementary and called for by any one person/entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

1. Signed Contract,
2. Performance Bond,
3. Special Bonds (if any),
4. Proposal,
5. Special Provisions,
6. Notice to Bidders,
7. Instructions to Bidders,
8. Technical Specifications,
9. Plans,
10. General Conditions of the Contract, and
11. General Contract Provisions.

GC-05. SUBCONTRACTOR

"Subcontractor," as employed herein, includes only those with a direct contract with Contractor and includes one who furnished material worked to a special design according to plans or Specifications of this Work but does not include one who merely furnished material not so worked.

GC-06. WRITTEN NOTICE

Written notice shall be deemed to be duly served if delivered in person to individual, member of firm, or officer of corporation intended, or if delivered/sent by registered mail to last business address known.

GC-07. WORK

Unless otherwise stipulated, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, water, light, power, fuel, transportation, and other facilities necessary for execution and completion of Work covered by Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials of good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of materials. Materials or Work described in words shall have a well-known technical or trade meaning and held to refer to such recognized standards.

GC-08. DELETED

GC-09. DELETED

GC-10. LAYOUT OF WORK

Except as specifically provided herein, Contractor shall be responsible for laying out all Work and accomplish Work as acceptable to Architect/Engineer. Architect/Engineer will check Contractor's layout of all major structures and other layout work done by Contractor at Contractor request, but this check does not relieve Contractor of responsibility of correctly locating all Work in accordance with Plans and Specifications.

GC-11. ARCHITECT/ENGINEER AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between parties to this Contract that Architect/Engineer will observe quality and progress of Work at various times. To prevent delays, disputes, and discourage litigation, it is further agreed Architect/Engineer shall, in all cases, determine amounts and quantities of several kinds of Work paid under this Contract. He shall determine all questions in relation to said Work and construction thereof, and in all cases, decide every question which may arise relative to execution of this Contract on part of said Contractor. Architect/Engineer estimates and findings shall be conditions precedent to right of parties hereto to any action of Contract, and any rights of Contractor to receive any money under this Contract; provided, however, should Architect/Engineer render any decision or give any direction, which in the opinion of either party hereto, is not in accordance with meaning and intent of this Contract, either party may file with said Architect/Engineer within 30 days, written objection to decision/direction so rendered. Contract intent is for there to be no delay in execution of Work; therefore, written decisions/directions of Architect/Engineer as rendered shall be promptly carried out and any claim arising therefrom shall be thereafter adjusted as hereinafter provided.

Architect/Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor, a written decision on all claims of parties hereto and all questions which may arise relative to execution of Work or interpretation of Contract, Specifications, and Plans. Should Architect/Engineer fail to make such decision within a reasonable time, an appeal may be taken as if decision was rendered against party appealing.

When "directed," "required," "permitted," "designated," "considered necessary," "prescribed," "approval," "acceptable," "satisfactory," or words of like import are used, it is understood direction, requirement, permission, order, designation, prescription, approved by, acceptable, or satisfactory of Architect/Engineer is intended.

In Specifications or Drawings accompanying this Contract, terms of description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but necessarily described in general terms, fulfillment of which must depend on individual judgment, in all such cases, any question of fulfillment of said Specifications shall be decided by Architect/Engineer, and said work done in accordance with interpretations of meaning of words, terms, or clauses defining character of Work.

GC-12. SUPERINTENDENCE AND PROJECT REPRESENTATION

It is agreed by Contractor that Architect/Engineer may appoint such subordinate engineers, supervisors, or Project representatives as Architect/Engineer may deem proper to inspect material furnished and Work done under this Contract, see said material is furnished and done in accordance with Specifications therefor. Contractor shall furnish all reasonable aid and assistance required by subordinate engineers, supervisors, or Project representatives for proper inspection and examination of Work. Contractor shall regard and obey directions and instructions of any subordinate engineers, supervisors, or Project representatives so appointed when such directions and instructions are consistent with obligations of this Contract and accompanying Plans and Specifications, provided; however, should Contractor object to any orders by any subordinate engineer, supervisor, or Project representative, Contractor may, within six days, make written appeal to Architect/Engineer for his decision.

GC-13. CONTRACTOR DUTY AND SUPERINTENDENCE

Contractor shall give personal attention to faithful prosecution and completion of this Contract and keep on Work, during progress, competent superintendent, and any necessary assistants all satisfactory to Architect/Engineer. Superintendent shall represent Contractor when absent and all directions given shall be as binding as if given to Contractor. Adequate supervision by competent and responsible Contractor representatives is essential to proper performance of Work and lack of such supervision shall be grounds for suspending Contractor operations. Confirm important directions in writing to Contractor. Confirm other directions on written request in each case.

GC-14. CONTRACTOR UNDERSTANDING

It is understood and agreed that Contractor is, by careful examination, satisfied as to nature and location of Work, confirmation of ground, character, quality, and quantity of materials to be encountered, character of equipment and facilities needed preliminary to and during prosecution of Work, general and local conditions, and all other matters which can in any way affect Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of Owner, either before or after execution of this Contract, shall affect or modify any terms or obligations herein contained.

GC-15. CHARACTER OF WORKERS

Contractor agrees to employ orderly and competent employees, skillful in performance of work required under this Contract, to do Work; and agrees whenever informed by Architect/Engineer in writing, any employee(s) on Work are, in Architect/Engineer opinion, incompetent, unfaithful, or disorderly, such employee(s) shall be discharged from Work and not again employed on Work without Architect/Engineer's written consent.

GC-16. CONTRACTOR BUILDINGS

Building structures for housing employees, erecting tents, or other forms of protection will be permitted only at such places as Architect/Engineer shall direct, and sanitary conditions of grounds in or about such structures shall always be maintained as satisfactory to Architect/Engineer.

GC-17. SANITATION

Contractor shall construct and maintain necessary sanitary conveniences for use of laborers on work, properly secluded from public observation, approved by Architect/Engineer, and use strictly enforced.

GC-18. SHOP DRAWINGS

Contractor shall submit to Architect/Engineer with such promptness as to cause no delay in Work of any Contractor, Shop/Setting Drawings and schedules required for Work of various trades, and Architect/Engineer shall pass upon them with reasonable promptness, making required corrections. Architect/Engineer approval of such Drawings or schedules, shall not relieve Contractor from responsibility for deviations from Drawings or Specifications, unless Architect/Engineer called attention to, in writing, such deviations at time of submission nor relieve Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

GC-19. PRELIMINARY APPROVAL

Architect/Engineer shall not have power to waive obligations of this Contract for furnishing by Contractor of good material, and performing good work as herein described, and full accordance with Plans and Specifications. No failure or omission of Architect/Engineer to condemn any defective work or material shall relieve Contractor from obligations to tear out, remove, and properly replace same at any time prior to final acceptance upon discovery of said defective Work or material, provided; however, Architect/Engineer shall, upon request of Contractor, inspect, accept, and/or reject any material furnished, and in event material was once accepted by Architect/Engineer, such acceptance shall be binding on Owner, unless clearly shown such material furnished does not meet specifications for this work. Any questioned work may be ordered taken up or removed for Architect/Engineer to re-examine, prior to final acceptance, and, if found not in accordance with Specifications for said Work, all expense of removing, re-examination, and replacement shall be borne by Contractor, otherwise expense thus incurred shall be allowed as "Extra Work" and paid for by Owner, provided, where inspection or approval is specifically required by Specifications prior to performance of certain Work, should Contractor proceed with such Work without requesting prior inspection or approval, Contractor shall bear all expense of taking up, removing, and replacing Work if so directed by Architect/Engineer.

GC-20. DEFECTS AND REMEDIES

It is further agreed if Work or any part thereof, or any material brought on site of Work for use in Work or selected for same, shall be deemed by Architect/Engineer as unsuitable or not in conformity with Specifications, Contractor shall, after receipt of written notice thereof from Architect/Engineer, forthwith remove such material and rebuild or otherwise remedy such work for full accordance with this Contract.

GC-21. CHANGES AND ALTERATIONS

Contractor further agrees Owner may make such changes and alterations as Owner sees fit, in line, grade, form, dimensions, plans, or materials for Work herein contemplated, or any part thereof, before or after beginning construction without affecting validity of this Contract and accompanying performance bond.

If such changes or alterations diminish quantity of Work to do, they shall not constitute basis for a claim for damages, or anticipated profits on Work that may be dispensed with, except as provided for unit price items under "Estimated Quantities." If amount of Work is increased or decreased, and Work can fairly be classified under Specifications, price adjustment for such increase or decrease shall be made according to quantity actually done and at unit price, if any, established for such work under this Contract, except as provided for unit price items under "Estimated Quantities;" otherwise, price adjustment for such changed work shall be made as provided under "Extra Work." In case Owner shall make such changes or alterations as useless any material already done or material already furnished or used, Owner shall recompense Contractor for any material or labor so used, and any actual loss occasioned by such change, due to actual expense incurred in preparation as originally planned.

GC-22. RIGHT OF ARCHITECT/ENGINEER TO MODIFY METHODS AND EQUIPMENT

If at any time, methods or equipment used by Contractor are found inadequate to secure quality of Work or rate of progress required under this Contract, Architect/Engineer may order Contractor, in writing, to increase safety or improve character and efficiency, and Contractor shall comply with such order.

If at any time, working force of Contractor is inadequate for securing progress herein specified, Contractor shall, if so ordered in writing, increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with schedule of progress.

GC-23. KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE

Architect/Engineer shall furnish Contractor with an adequate and reasonable number of copies of all Specifications without additional expense, and Contractor shall keep one copy of same constantly accessible on Work, with latest revisions noted thereon.

GC-24. OWNERSHIP OF DRAWINGS

All Drawings, Specifications, and copies thereof furnished by Architect/Engineer shall not be reused on other work, and with exception of signed contract sets, are returned to him on request, at completion of Work. All models are property of Owner.

GC-25. ADEQUACY OF DESIGN

It is understood Owner employed competent Engineers and Designers. It is, therefore, agreed Owner shall be responsible for adequacy of design, sufficiency of Contract Documents, safety of structure, and practicability of operations of completed Project, provided Contractor complied with requirements of said Contract Documents, all approved modifications thereof, additions, and alterations thereto approved in writing by Owner. Burden of proof of such compliance shall be upon Contractor to show compliance with said requirements of Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

GC-26. RIGHT OF ENTRY

Owner reserves the right to enter property or location on which Work herein contracted for are to be constructed or installed, by such agent(s) as elected, to supervise and inspect Work, or construct or install such collateral work as said Owner may desire.

GC-27. COLLATERAL CONTRACTS

Owner agrees to provide by separate contract or otherwise, all labor and material essential to completion of Work specifically excluded from this Contract, not delaying progress of Work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in Contract Documents.

GC-28. DISCREPANCIES AND OMISSIONS

It is further agreed the intent of this Contract is all Work must be done and material furnished in accordance with generally accepted practice, and in the event of any discrepancies between separate Contract Documents, priority of interpretation defined under “Contract Documents” shall govern. In the event of a remaining doubt as to meaning and intent of any portion of Contract, Specifications, or Drawings, Architect/Engineer shall define which is intended to apply to Work.

GC-29. DELETED

GC-30. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall take out and procure a policy of worker compensation with an insurance company licensed to transact business in the State of Texas, which policy shall comply with Workman's Compensation Law of the State of Texas. Contractor shall always exercise reasonable precautions for the safety of employees and others on/near Work and comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery, equipment, and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. Contractor, sureties, and insurance carriers shall defend, indemnify, and save harmless Owner and all officers, agents, employees, Architect/Engineer, agents, and employees from all suits, actions, or claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any persons/property, on account of any negligent act or fault of Contractor or any subcontractor, agents, or employees, in execution and supervision of said Contract and Project of this Contract or on account of Contractor or any subcontractor failure to provide necessary barricades, warning lights, or signs, and will be required to pay any judgment with costs obtained against Owner or any officers, agents, or employees, and/or Architect/Engineer, agents, and/or employees.

Safety precautions taken shall be sole responsibility and discretion of Contractor, as an independent contractor; inclusion of this paragraph in Contract, as well as any notice given by Owner, Architect/Engineer, or representatives concerning omissions under this article as Work progresses, are intended only as reminders to Contractor of duty and not construed as any assumption of duty to supervise safety precautions by Owner or Architect/Engineer.

GC-31. CONTRACTOR INSURANCE

Contractor shall procure and carry, at sole cost and expense, throughout life of Contract, insurance protection as hereinafter specified. All Insurance shall name Owner and Architect/Engineer as additional insureds except Worker's Compensation and Employer Liability Insurance. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and cover all operations in connection with this Contract. Contractor insurance shall cover self and, at minimum, all subcontractors, and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by General Contractor.

Contractor shall provide a Waiver of Subrogation in favor of City of Midland and Parkhill on Worker's Compensation, Employer Liability Insurance, Contractor's Public Liability, Property Damage Liability Insurance, and Automobile Insurance.

a. Worker's Compensation and Employer Liability Insurance: As required by statute, covering all employees employed on Work whether employed by Contractor or subcontractor.
b. Contractor's Public Liability and Property Damage Liability Insurance: Providing for a limit not less than $1,000,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of $1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $1,000,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $2,000,000.00 for all damages arising out of injury to or destruction of property during policy period.
c. Automobile Insurance: Providing a limit not less than $1,000,000.00 for injuries, including accidental death, to any one person and, subject to same limit for each person a total limit of $2,000,000.00 on account of one accident, and automobile property damage insurance in an amount not less than $500,000.00.

d. Proof of Insurance Carriage: Before Work on any Contract or subcontract, each Contractor and subcontractor shall submit to Owner for approval, six certificates covering each insurance policy carried and offered as evidence of compliance with requirements, signed by an authorized representative of the insurance company, setting forth:

1. Name and address of insured;
2. Location of operations to which insurance applies;
3. Number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
4. Expiration date of policy and limit(s) of liability thereunder on date borne by such certificate;
5. Statement that insurance of type afforded by policy, applied to all operations of whatever character, undertaken by insured during performance of this Contract, provided such operations are required in performance of Contract; and
6. Provision that policy may be cancelled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, cancellation of such policy shall be effective, with copy to Owner of letter of intent.

GC-32. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between Contractor and Owner, date of beginning and time for completion as specified in Contract of Work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract; and further mutually understood and agreed Work embraced in this Contract shall be commenced on a date to be specified in "Notice to Proceed."

Contractor agrees said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within time specified. It is expressly understood and agreed, by and between Contractor and Owner, time for completion of Work described herein is a reasonable time for completion of same, taking into consideration average climatic range and usual industrial conditions prevailing in this locality.

If said Contractor shall neglect, fail, or refuse to complete Work within time herein specified, or any proper extension thereof granted by Owner, Contractor does hereby agree, as a part consideration for awarding this Contract, to pay to Owner amount specified in Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each calendar day Contractor shall be in default after time stipulated in Contract for completing Work.

Said amount is fixed and agreed upon by and between Contractor and Owner because of impracticability and extreme difficulty of fixing and ascertaining actual damages Owner would in such event sustain, and said amount is agreed to be amount of damages Owner would sustain and said amount retained as necessary by Owner from current periodical estimates.

It is further agreed time is of the essence of every portion of this Contract and Specifications wherein a definite and certain length of time is fixed for performance of any act whatsoever; and where under Contract an additional time is allowed for completion of any work, new time limit fixed by such extension shall be of the essence of this Contract. Provided, Contractor shall not be charged with liquidated damages or any excess cost when Owner determines Contractor is without fault and Contractor's reasons for time extension are acceptable to Owner; Provided, further, Contractor shall not be charged with liquidated damages of any excess cost when delay in completion of Work is due:

a. To any preference, priority, or allocation order duly issued by the Government;
b. To unforeseeable cause beyond Contractor control and without fault or negligence including but not restricted to acts of God or public enemy, acts of Owner, acts of another Contractor in performance of contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
c. To any delays of subcontractors/suppliers occasioned by any cause specified in (a) and (b) of this article:

Provided further, Contractor shall, within 10 days from beginning of such delay, unless Owner shall grant a further time prior to date of final settlement of Contract, notify Owner in writing of causes of delay, who shall ascertain facts and extent of delay and notify Contractor within a reasonable time of decision in the matter.

GC-33. PRICE FOR WORK

In consideration of furnishing all necessary labor, equipment, and material and completion of all work by Contractor, and on delivery of all material embraced in this Contract in full conformity with Specifications and stipulations herein contained, Owner agrees to pay Contractor prices set forth in Proposal hereto attached, made a part of this Contract, and Contractor hereby agrees to receive such prices in full for furnishing all material and labor required for aforesaid Work, also for all expenses incurred, and well and truly performing same and whole thereof in the manner and according to this Contract, Specifications, Drawings, and requirements of Architect/Engineer.

GC-34. BONDS

It is further agreed by parties to this Contract that Contractor will execute bonds in sum of 100 percent of total contract price for satisfactory performance of Work and payment of all labor, materials, and equipment in accordance with this Contract on forms provided for this purpose, executed by an approved surety company authorized to do business in the State of Texas, and agreed this Contract shall not be in effect until such bonds are furnished and approved by Owner. Performance and Payment Bonds shall comply with Chapter 2253 of the Texas Government Code.

GC-35. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of Work to be done, action of elements, any unforeseen circumstances in prosecution of same, or unusual obstructions/difficulties encountered in prosecution of Work, shall be sustained, and borne by Contractor at own expense.

GC-36. PROTECTION OF ADJOINING PROPERTY

Said Contractor shall take proper means to protect adjacent/adjoining property/properties, in any way encountered, which might be injured/seriously affected by any process of construction undertaken under this Contract, from any damage/injury by reason of said process of construction; and shall be liable for any/all claims for such damage on account of failure to fully protect all adjoining property. Contractor agrees to indemnify, save, and hold harmless Owner against any claim(s) for damages due to any injury to any adjacent or adjoining property, arising/growing out of performance of Contract, but any such indemnity shall not apply to any claim of any kind arising out of existence or character of Work.

GC-37. PROTECTION AGAINST SUBCONTRACTOR, LABORER, MATERIALMEN AND FURNISHER OF MACHINERY, EQUIPMENT, AND SUPPLY CLAIMS

Contractor agrees to indemnify and save Owner harmless from all claims growing out of lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in furthering the performance of this Contract. When so desired by Owner, Contractor shall furnish satisfactory evidence that all obligations of nature herein designated, have been paid, discharged, or waived. If Contractor fails, Owner may, at Contractor option, pay directly any unpaid bills, of which Owner has written notice, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any/all such lawful claims until satisfactory evidence is furnished that all liabilities were fully discharged, whereupon payments to Contractor shall be resumed in full, in accordance with terms of this Contract, but in no event shall provisions of this article be construed to impose any obligations upon Owner by either Contractor or surety.

GC-38. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

Contractor shall pay all royalties and license fees and provide use of any design, device, material, or process covered by letters patent or copyright by suitable legal contract with patentee/owner. Contractor shall defend all suits/claims for infringement of any patent/copyrights and indemnify and save Owner harmless from any loss on account thereof, except Owner shall defend all such suits and claims and be responsible for all such loss when a particular design, device, material, or process/product of a particular manufacturer is specified/required by Owner provided; however, if choice of alternate design, device, material, or process is allowed, Contractor shall indemnify and save Owner harmless from any loss on account of thereof. If material/process specified/required by Owner is an infringement, Contractor shall be responsible for such loss unless promptly giving such information to Owner.

GC-39. LAWS AND ORDINANCES

Contractor shall always observe and comply with all Federal, State, and local laws, ordinances, and regulations, which affect Contractor Work, and indemnify and save harmless Owner against any claims arising from violation of any such laws, ordinances, and regulations by Contractor or employees, except where such violations are called for by provisions of Contract Documents. If Plans and Specifications are at variance therewith, Contractor shall promptly notify Architect/Engineer in writing, and any necessary changes be adjusted as provided in Contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, and without such notice to Architect/Engineer, Contractor shall bear all costs arising therefrom. In case Owner is a body politic and corporate law deriving powers, insofar as same regulates objects for which, in manner in which, or conditions under which Owner may enter into contract, shall be controlling, and considered as part of this Contract, to same effect as though embodied herein.

GC-40. ASSIGNMENT AND SUBLETTING

Contractor further agrees to retain personal control and give personal attention to fulfillment of Contract and not assign by Power of Attorney, or otherwise, or sublet said Contract without written consent of Owner, and no part or feature of Work will be sublet to anyone objectionable to Architect/Engineer or Owner. Contractor further agrees subletting of any portion/feature of Work or materials required in performance of this Contract, shall not relieve Contractor from full obligations to Owner, as provided by this Contract.

GC-41. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this Contract, unless otherwise herein specifically provided, Contractor be allowed to prosecute Work at such times and sessions, in such order of precedence and manner most conducive to economy of construction provided; however, order and time of prosecution shall be such that Work shall be substantially completed as a whole or in part, in accordance with this Contract, Plans, and Specifications, and within time of completion designated in proposal; provided also, when Owner is having other work done, by contract or his own force, Architect/Engineer may direct time and manner of constructing Work done under this Contract so conflict will be avoided and construction of various works done for Owner shall be harmonized.

Contractor shall submit, at such times reasonably requested by Architect/Engineer, schedules to show order in which Contractor proposes to carry on Work, with dates at which Contractor will start several parts of Work and estimated dates of completion of several parts.

GC-42. EXTENSION OF TIME

Should Contractor be delayed in completion of Work by any act/neglect of Owner, Architect/Engineer, any employee of either, other contractors employed by Owner, changes ordered in Work, strikes, lockouts, fires, and unusual delays by common carriers, unavoidable cause(s) beyond Contractor's control, or any cause which Architect/Engineer decides justifies delay, an extension of time shall be allowed for completing Work, sufficient to compensate for delay, amount of extension determined by Architect/Engineer, provided, however, Contractor shall give Architect/Engineer prompt notice in writing of cause of such delay.

GC-43. HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances/delays from any cause (except where Work is stopped by order of Owner for own convenience) during progress of any portion of Work embraced in this Contract. In case said Work shall be stopped by act of Owner, such expense as in judgment of Architect/Engineer is caused by such stoppage of said Work shall be paid by Owner to Contractor.

GC-44. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind allowed, but actual measured and/or computed length, area, solid contents, number, and weight only considered, unless otherwise specifically provided.

GC-45. ESTIMATED QUANTITIES

This Contract, including Specifications, Plans, and estimate, is intended to clearly show all Work to be done and material furnished hereunder. Where estimated quantities are shown for various classes of work to be done and material furnished under this Contract, they are approximate, used only as a basis for estimating probable cost of Work, and comparing proposals offered for Work. It is understood and agreed the actual amount of Work to be done and material furnished under this Contract may differ somewhat from these estimates, and where basis for payment under this Contract is unit price method, payment shall be for actual amount of such work done and material furnished.

Where payment is based on unit price method, Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any differences found between quantities of Work actually done, material actually furnished under this Contract, and estimated quantities contemplated and contained in proposal; provided, however, where actual quantity of any major item in this Contract is an estimated quantity and actual quantity of such "major item" varies more than 25 percent above or below estimated quantity stated in this Contract, an equitable adjustment in Contract price shall be made upon demand of either party. Equitable adjustment shall be based upon any increase/decrease in costs due solely to variation above 125 percent or below 75 percent of estimated quantity.

"Major Item" shall be any individual bid item included in proposal with a total cost equal to or greater than 10 percent of total Contract cost, computed on basis of original bid proposal, quantities, and Contract unit prices.

Any revised consideration is to be determined by agreement between parties, otherwise by terms of this Contract, as provided under "Extra Work."

GC-46. PARTIAL PAYMENTS

On/before the last day of each month, Contractor shall prepare for Architect/Engineer review, a statement showing, as completely as practicable, total value of Work done by Contractor for prior month/period. Statement shall also include value of all sound materials delivered on site of Work to be fabricated into Work. Architect/Engineer, after approval, shall submit Contractor's partial pay application to Owner.

Owner shall then pay Contractor total amount of Architect/Engineer's statement, less 5 percent of amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums may be retained by Owner under terms of this Contract. It is understood; however, in case whole Work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on part of Contractor, Owner may, upon Architect/Engineer written recommendation, pay a reasonable and equitable portion of retained percentage to Contractor; or Contractor, at Owner's option, may be relieved of obligation to fully complete Work, and thereupon, Contractor shall receive payment of balance due under Contract subject only to conditions stated under "Final Payment."

GC-47. USE OF COMPLETED PORTIONS

Owner shall have the right to take possession of and use any completed/partially completed portions of Work, notwithstanding time for completing entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with Contract Documents. If such prior use increases cost of or delays Work, Contractor shall be entitled to such extra compensation, or extension of time, or both, as Architect/Engineer determines.

GC-48. FINAL COMPLETION AND ACCEPTANCE

Within 20 days after Contractor gives Architect/Engineer written notice that Work is complete, Architect/Engineer and Owner shall inspect Work and within said time, if Work is completed in accordance with Contract Documents, Architect/Engineer shall issue to Owner and Contractor a Certificate of Completion, and thereupon it shall be duty of Owner, within 10 days, to issue a Certificate of Acceptance of Work to Contractor.

GC-49. FINAL PAYMENT

Upon issuance of Certificate of Completion, Architect/Engineer shall proceed to make final measurements and prepare final statement of value of all Work performed and materials furnished under terms of Contract and certify same to Owner, who shall pay Contractor on/before the 20th day after date of Certificate of Completion, or if governmental financial assistance is involved, within 30 working days of receipt of final payment from applicable governmental authority, balance due Contractor under terms of this Contract, provided full performance of contractual obligations under terms of this Contract; and said payment shall become due in any event upon said performance by Contractor. Neither Certificate of Acceptance, final payment, nor any provision in Contract Documents, shall relieve Contractor of obligation for fulfillment of any warranty required in Special Provisions of Specifications.

GC-50. PAYMENT WITHHELD

Owner may, on account of subsequently discovered evidence, withhold/nullify whole/part of any certificate to such extent as necessary for protection from loss on account of:

a. Defective work not remedied;
b. Claims filed or reasonable evidence indicating possible filing of claims;
c. Contractor failure to make payments properly to subcontractors, for material, or labor; and/or
d. Damage to another contractor.

When grounds removed or Contractor provides a Surety Bond satisfactory to Owner to protect Owner in amount withheld, payment shall be made for amounts withheld because of them.

GC-51. DELAYED PAYMENTS

Should Owner fail to pay Contractor of sum named in any partial/final statement, when payment is due, or Architect/Engineer fails to issue any statement on/before date provided, Owner shall pay Contractor, in addition to sum shown as due by such statement, interest thereon at the rate of 6 percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, fully liquidating any injury to Contractor growing out of such delay in payment, but right is expressly reserved to Contractor in the event payments not promptly made as provided under "Partial Payments," to at any time thereafter treat Contract as abandoned by Owner and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with provisions of "Payments Withheld."

GC-52. EXTRA WORK

"Extra Work," as used in this Contract, shall mean/include all Work required by Architect/Engineer or Owner done by Contractor to accomplish any change, alteration, or addition to Work shown upon Plans, or reasonably implied by Specifications, and not covered by Contractor's Proposal, except as provided under "Changes and Alterations" herein.

It is agreed Contractor shall perform all Extra Work under Architect/Engineer direction when presented with a written Extra Work Order signed by Architect/Engineer, subject, however, to right of Contractor to require a written confirmation of such Extra Work Order by Owner. It is also agreed compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices; or
Method B - By agreed lump sum; or
Method C - If neither Methods A nor B are agreed upon before Extra Work is commenced, Contractor shall be paid "actual field cost" of Work, plus 15 percent.

In the event said Extra Work be performed and paid for under Method C, provisions of this Article shall apply and "actual field cost" defined to include cost of all workmen such as foremen, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for time actually employed/used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage, Workmen's Compensation, and all other insurance as required by any law/ordinance, or directed by Architect/Engineer or Owner, or by them agreed to. Architect/Engineer may direct form in which accounts of "actual field cost" shall be kept and records of these accounts made available to Architect/Engineer. Architect/Engineer may also specify in writing, before Work commences, method of doing Work as well as type and kind of machinery and equipment to be used; otherwise, these matters determined by Contractor. Unless otherwise agreed upon, prices for use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated

General Contractors of America. Where practicable, terms and prices for use of machinery and equipment shall be incorporated in Written Extra Work Order. The 15 percent of "actual field cost" paid Contractor, shall cover and compensate profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within "actual field cost" as herein defined, save that where Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then cost to maintain and operate same shall be included in "actual field cost."

No claim for Extra Work of any kind allowed unless Architect/Engineer orders in writing. In case any oral/written orders/instructions appear to Contractor to involve Extra Work for which compensation or adjustment in construction time should be received, Contractor shall make written request to Architect/Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does/does not constitute Extra Work, or as to payment therefor, and Architect/Engineer insists upon performance, Contractor shall proceed with Work after making written request for written order and keep an accurate account of "actual field cost" thereof, as provided under Method C. Contractor will thereby preserve right to submit matter of payment by filing a claim as herein provided.

GC-53. TIME OF FILING CLAIMS

It is further agreed by both parties hereto, all questions of dispute/adjustment presented by Contractor shall be in writing and filed with Architect/Engineer within 15 days after Architect/Engineer gives any directions, order, or instruction to which Contractor desires to take exception. Architect/Engineer shall reply to such written exceptions by Contractor and render a final decision in writing. In case Contractor should appeal from Architect/Engineer's decision, appeal shall be filed with Architect/Engineer and Owner in writing within 10 days after date of delivery to Contractor of Architect/Engineer's final decision. It is further agreed final acceptance of Work by Owner and acceptance by Contractor of final payment, shall be a bar to any claim by either party, except as noted otherwise in Contract Documents.

GC-54. DELETED

GC-55. ABANDONMENT BY CONTRACTOR

In case Contractor should abandon and fail/refuse to resume work within 10 days after written notification from Owner or Architect/Engineer, or Contractor fails to comply with Architect/Engineer orders, when such orders are consistent with Contract Documents, then if where a performance bond exists, Surety on bond shall be notified in writing and directed to complete Work, and a copy of said notice be delivered to Contractor.

After receiving said notice of abandonment, Contractor shall not remove from Work any machinery, equipment, tools, materials, or supplies on the job, but same, together with any materials and equipment under contract for Work, may be held for use on Work by Owner or Surety on construction bond, or another contractor in completion of Work; and Contractor shall not receive any rental/credit therefor (except when used in connection with Extra Work, where credit allowed as provided for under "Extra Work"), it understood use of such equipment and materials will ultimately reduce cost to complete Work and reflected in final settlement.

If no performance bond provided or Surety should fail to commence compliance with notice for completion herein provided for, within 10 days after service of such notice, Owner may provide for completion of Work in either of the following elective manners:

a. Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials, and supplies as Owner deems necessary to complete Work and charge expense of such labor, machinery, equipment, tools, materials, and supplies to Contractor, and expense charged shall be deducted and paid by Owner out of such moneys due or may thereafter any time become due to Contractor under and by virtue of this Contract. In case such expense is less than

sum payable under this Contract, if same had been completed by Contractor, then Contractor shall receive the difference. In case such expense is greater than sum payable under this Contract, if same completed by said Contractor, then Contractor and/or Surety shall pay amount of such excess to Owner; or

b. Owner under sealed bids, after five days' notice, published one or more times in a newspaper having general circulation in county of location of Work, may let Contract for completion of Work under substantially same terms and conditions provided in this Contract. In case of any increase in cost to Owner under new contract as compared to what would have been cost under this Contract, such increase shall be charged to Contractor and Surety shall remain bound therefor. However, should cost to complete any such new contract prove less than cost to complete under this Contract, Contractor and/or Surety shall be credited therewith.

When Work shall have been substantially completed, Contractor and Surety shall be so notified and Certificates of Completion and Acceptance, as provided herein, issued. Complete itemized statement of Contract accounts, certified to by Architect/Engineer as correct, shall then be prepared and delivered to Contractor and Surety, whereupon Contractor and/or Surety, or Owner as case may be, shall pay balance due as reflected by said statement, within 15 days after date of such Certificate of Completion.

In the event statement of accounts shows cost to complete Work is less cost to Owner, had Work been completed by Contractor under terms of this Contract; or when Contractor and/or Surety shall pay balance shown due by them to Owner, then all machinery, equipment, tools, materials, or supplies left on site of Work shall be turned over to Contractor and/or Surety. Should cost to complete Work exceed Contract price and Contractor and/or his Surety fail to pay amount due Owner within time designated herein, and there remains any machinery, equipment, tools, materials, or supplies on site of Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to Contractor and Surety at respective addresses designated in this Contract, provided; however, actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at risk of Contractor and Surety subject only to duty of Owner to exercise ordinary care to protect such property. After 15 days from date of said notice, Owner may sell such machinery, equipment, tools, materials, or supplies and apply net sum derived from such sale to credit of Contractor and Surety. Such sale may be made at public/private sale, with/without notice, as Owner elects. Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on Work, and belong to persons other than Contractor or Surety, to proper owners. Books on all operations provided herein shall be open to Contractor and Surety.

GC-56. ABANDONMENT BY OWNER

In case Owner shall fail to comply with Contract terms and fail/refuse to comply with said terms within 10 days after written notification by Contractor, Contractor may suspend/wholly abandon Work and remove therefrom all machinery, tools, equipment, and all materials on site of work not included in payments to Contractor and have not been wrought into Work. And thereupon Architect/Engineer shall make an estimate of total amount earned by Contractor, which estimate shall include value of all Work actually completed by said Contractor (at prices stated in attached proposal where unit prices are used), value of all partially completed Work at a fair and equitable price, and amount of all Extra Work performed at prices agreed upon, or provided for by terms of this Contract, and a reasonable sum to cover cost of any provisions made by Contractor to carry whole work to completion and which cannot be utilized. Architect/Engineer shall then make a final statement of balance due Contractor by deducting from estimates all previous payments by Owner and other sums retained by Owner under terms of this Contract and certify same to Owner who shall pay to Contractor on or before 30 days after date of notification by Contractor, balance shown by said final statement as due Contractor, under terms of this Agreement.

FEDERAL CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	19.1%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Texas, Midland County, City of Midland.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time Contractor corrects the breach or the Owner elects to terminate the contract. Owner's notice will identify a specific date by which Contractor must correct the breach. Owner may proceed with termination of the contract if Contractor fails to correct the breach by the deadline indicated in Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE

SOURCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.

3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel, and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that:
1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");
2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or
3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic, and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material**.**

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person that is privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include

a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provisions – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully comply with 49 USC § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

MODEL SOLICITATION CLAUSES

Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The Bidder or Offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Bidder or Offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the Project are manufactured in the U.S.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, Bidder or Offeror must complete, sign, date, and submit this certification statement with its proposal. Bidder or Offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or Offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods, or construction materials would increase the cost of the overall project by more than 25%. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from;
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Specific Clause used for General Contract Agreements

The above provision binds Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

The Midland International Air & Space Port, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs 70 Fed. Reg. 74087 (2005);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** Contractor, with regard to the Work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to Contractor under the Contract until Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Contractor agrees to report any violation to the Owner immediately upon discovery. Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, Contractor, and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. Contractor and each Subcontractor must submit to Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits

under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this Section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction," must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of responsiveness:
Owner's award of this Contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the Contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after Bid Opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Contract Assurance (49 CFR § 26.13)

Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –
The Prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Midland, Texas. The Prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the City of Midland, Texas. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –
The Prime Contractor must not terminate a DBE subcontractor listed in response to this Bid Proposal (or an approved substitute DBE firm) without prior written consent of City of Midland, Texas. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Prime Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Contractor obtains written consent City of Midland, Texas. Unless City of Midland, Texas consent is provided, the Prime Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Midland, Texas may provide such written consent only if City of Midland, Texas agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Midland, Texas its request to terminate and/or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to City of Midland, Texas, of its intent to request to terminate and/or substitute, and the reason for the request.

The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise City of Midland, Texas, and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Midland, Texas should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Midland, Texas may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this Section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving," (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

3. If Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and

female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by Contractor during the training period, and Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which Contractor's employees are assigned to Work. Contractor, where possible, will assign two or more women to each construction project. Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to Contractor by the union or, if referred, not employed by Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which Contractor has a collective bargaining agreement has not referred to Contractor a minority person or woman sent by Contractor, or when Contractor has other information that the union referral process has impeded Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Contractor's EEO policy with other contractors and subcontractors with whom Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related

activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of Contractor. The obligation to comply, however, is Contractor's and failure of such a group to fulfill an obligation shall not be a defense for Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though Contractor has achieved its goals for women generally, Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

(a) Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) Contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if Contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed, and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of Contractor.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Contractor must require subcontractors provide immediate written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82 **	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54 **	

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     Motor Grader,  Rough.....$ 16.15 **
     Motor Grader, Fine.....$ 17.49
     Pavement Marking Machine....$ 16.42 **
     Reclaimer/Pulverizer.....$ 12.85 **
     Roller, Asphalt.....$ 10.95 **
     Roller, Other.....$ 10.36 **
     Scraper.....$ 10.61 **
     Spreader Box.....$ 12.60 **

Servicer.....$ 13.98 **

Steel Worker (Reinforcing).....$ 13.50 **

TRUCK DRIVER
     Lowboy-Float.....$ 14.46 **
     Single Axle.....$ 12.74 **
     Single or Tandem Axle Dump..$ 11.33 **
     Tandem Axle Tractor with
     Semi.....$ 12.49 **
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.20) or 13658
($12.90).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
```

is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these Specifications, in the contract, or in any documents or other instruments pertaining to construction where these Specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	Owner's notice to the successful Bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between Owner and Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	Contractor's QC facilities in accordance with Contractor Quality Control Program (CQCP).

Paragraph Number	Term	Definition
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by Owner's employees.
10-31	**Intention of Terms**	Whenever, in these Specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to Engineer and/or RPR, subject in each case to the final determination of Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. Owner for this project is **Midland International Air & Space Port**.

Paragraph Number	Term	Definition
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment Bond**	The approved form of security furnished by Contractor and their own surety as a guaranty that Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance Bond**	The approved form of security furnished by Contractor and their own surety as a guaranty that Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'Contract Drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal Guaranty**	The security furnished with a proposal to guarantee that the Bidder will enter into a contract if their own proposal is accepted by Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by Contractor.

Paragraph Number	Term	Definition
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of Owner or such other laboratories as may be designated by Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.

Paragraph Number	Term	Definition
10-59	**Supplemental Agreement**	A written agreement between Contractor and Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in-scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in-scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than Contractor, executing payment or performance bonds that are furnished to Owner by Contractor.
10-61	**Taxilane**	A taxiway designed for low-speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working Day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	**None**

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). Project Advertisement and Instruction to Bidders may be found in Sections A-1 and IB-1, respectively, of the front end portion of the Project Manual.

20-02 Qualification of Bidders. Each Bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each Bidder shall furnish Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to Owner.

Unless otherwise specified, a Bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "Bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by Owner. Bidder actions that may cause Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 8 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. See Section IB-2 – Instruction to Bidders for location and time of meeting.

20-04 Issuance of proposal forms. Owner reserves the right to refuse to issue a proposal form to a prospective Bidder if the Bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with Owner at the time Owner issues the proposal to a prospective Bidder.

c. Documented record of Contractor default under previous contracts with Owner.

d. Documented record of unsatisfactory work on previous contracts with Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these Specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The Bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The Bidder shall submit their proposal on the forms furnished by Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible Bidder. A responsive bid conforms to all significant terms and conditions contained in Owner's invitation for bid. It is Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by Owner, or if Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the Bidder unopened.

20-12 Withdrawal or revision of proposals. A Bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the Bidder's request for withdrawal is received by Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

20-14 Disqualification of Bidders. A Bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of Owner until any such participating Bidder has been reinstated by Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify Owner's Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to Owner's Engineer a written request for interpretation no later than **three** days prior to bid opening.

Any interpretation of the project bid documents by Owner's Engineer will be by written addendum issued by Owner. Owner will not consider any instructions, clarifications, or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a Bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, Owner reserves the right to reject a Bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the Bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If Owner elects to proceed with an award of contract, Owner will make award to the responsible Bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. Owner reserves the right to cancel the award without liability to the Bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest Bidders, will be returned immediately after Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest Bidders will be retained by Owner until such time as an award is made, at which time, the unsuccessful Bidder's proposal guaranty will be returned. The successful Bidder's proposal guaranty will be returned as soon as Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful Bidder shall furnish Owner a surety bond or bonds that have been fully executed by the Bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within **10** calendar days from the date mailed or otherwise delivered to the successful Bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful Bidder, Owner shall complete the execution of the contract in accordance with

local laws or ordinances, and return the fully executed contract to Contractor. Delivery of the fully executed contract to Contractor shall constitute Owner's approval to be bound by the successful Bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of Contractor's surety and separate performance and payment bonds. If Owner and Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. Owner, Owner's Engineer or the RPR may provide written notice to Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in Owner's best interest, the RPR may order Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered

by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as Contractor's equipment and personnel, is the most important consideration. Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by Contractor's equipment and personnel. Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading

sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should Contractor wish to exercise option a., b., or c., Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve Contractor's request to exercise option a., b., or c., Contractor shall be paid for the excavation or removal of such material at the applicable contract price. Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve Contractor's exercise of option a., Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to Owner, RPR will advise Owner of their determination that the affected work be accepted and remain in place. RPR will document the determination and recommend to Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of Contractor in accordance with RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during Contractor's execution of the work, when, in RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

RPR will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs

contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If Contractor discovers any apparent discrepancy within standard test methods, Contractor shall immediately ask RPR for an interpretation and decision, and such decision shall be final.

Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

SP-1 Scope of Work
SP-2 Contract Documents
SP-3 Time and Order of Completion
SP-4 Limitation of Operation
SP-5 Construction Activity
SP-6 Affidavit of Bills Paid
SP-7 Calendar Day
SP-8 Protection of Property
SP-9 Electric Power and Natural Gas
SP-10 Lines and Grades
SP-11 Water for Construction
SP-12 Material Tests
SP-13 Barricades, Signs, and Hazard Markings
SP-14 Prevention of Air and Water Pollution
SP-15 Public Convenience and Safety
SP-16 Final Cleaning Up
SP-17 Insurance
SP-18 Removal and Disposal of Structures, Utilities and Obstructions
SP-19 Conformity with Plans and Allowable Deviations
SP-20 Removal of Defective and Unauthorized Work
SP-21 Disputed Claims for Extra Work
SP-22 Federal Participation
SP-23 Indemnification
SP-24 Contractor's Responsibility for Work
SP-25 Correction of Faulty Work after Final Payment
SP-26 Texas State Sales Tax
SP-27 Separate Contracts
SP-28 Trench Safety
SP-29 Load Restrictions
SP-30 Notice to Proceed
SP-31 Payment for Materials on Hand
SP-32 Weighing and Measuring Equipment
SP-33 Progress Schedule
SP-34 Average Climatic Range
SP-35 Substantially Complete
SP-36 Submittals
SP-37 Geotechnical Information
SP-38 Sovereign Immunity
SP-39 Governing Law and Venue
SP-40 Third-Party Beneficiary

SP-41 Releases
SP-42 Independent Contractor
SP-43 Notice of Alleged Breach; Statutory Prerequisites
SP-44 Assignment
SP-45 Waiver of Attorney's Fees
SP-46 Prompt Pay Act
SP-47 Payment
SP-48 Project Closeout
SP-49 Disclosure of Interested Parties
SP-50 Parkhill/RPR Authority and Duty
SP-51 Anti-Boycott Statutes
SP-52 Partial Payments

50-05 Cooperation of Contractor. Contractor shall be supplied with an electronic PDF of the plans and specifications. Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by Contractor for the cost of reproduction.

Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with RPR and their inspectors and with other Contractors in every way possible. Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against Contractor.

Prior to the start of construction, Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to RPR. Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to RPR for each area of construction and for each placement of material as specified to allow RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **DWG and PDF**.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor.

QA Inspectors are authorized to notify Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at Contractor's expense.

Provide advance written notice to the RPR of work Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by RPR may be ordered removed and replaced at Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by RPR. Work done contrary to the instructions of RPR, work done beyond the lines shown on the plans or as established by RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at Contractor's expense.

Upon failure on the part of Contractor to comply with any order of the RPR made under the provisions of this subsection, RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against Contractor.

50-11 Load restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by Contractor's equipment and personnel.

50-12 Maintenance during construction. Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify Contractor of such noncompliance. Such notification shall specify a reasonable time within which Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should Contractor fail to respond to the RPR's notification, Owner may suspend any work necessary for Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by Owner, shall be recovered as a liquidated damage against Contractor.

50-14 Partial acceptance. If at any time during the execution of the project Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit Owner, Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify Contractor and Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, Contractor shall notify the RPR in writing of their intention to claim such additional compensation before Contractor begins the work on which Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by Contractor for keeping strict account of actual cost as required, then Contractor hereby agrees to waive any claim for such additional compensation. Such notice by Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, Contractor shall furnish materials from other sources.

Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, which is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of RPR shall be performed at Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by RPR, shall be removed at Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to Contractor's representative at their request after review and approval of RPR.

A copy of all Contractor QC test data shall be provided to RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, Contractor shall submit a final report to RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and Contractor elects to furnish the specified "or equal," Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality, or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. RPR shall have the cooperation and assistance of Contractor and the producer with whom Contractor has contracted for materials.

b. RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of Owner or lessee of such property. Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by Contractor at their expense, except as otherwise agreed to (in writing) by Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by Owner. Owner-furnished materials shall be made available to Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during Contractor's handling, storage, or use of such Owner-furnished material. Owner will deduct from any monies due or to become due Contractor any cost incurred by Owner in making good such loss due to Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or Contractor's employees.

70-02 Permits, licenses, and taxes. Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. Contractor and the surety shall indemnify and hold harmless Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **None**.

Except as listed above, Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety, and sanitary provisions.

70-07 Public convenience and safety. Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of RPR. If RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and Contractor is unable to respond in a prompt and reasonable manner, RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The Parkhill CSPP is to be provided with a future submittal.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property markers until Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by Contractor, Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. Contractor shall indemnify and hold harmless Engineer/RPR and Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due Contractor under and by virtue of their own contract considered necessary by Owner for such purpose may be retained for the use of Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to Owner, except that money due Contractor will not be withheld when Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third-party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for Contractor to complete portions of the contract work for the beneficial occupancy of Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by Contractor until directed by Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by Owner shall be repaired by Contractor at their expense.

Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, Contractor shall cooperate with Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by Owner to construct, reconstruct or maintain such utility services or facilities during the

progress of the work. In addition, Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that Contractor shall, upon execution of the contract, notify Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, Contractor shall again notify each such Owner of their plan of operation. If, in Contractor's opinion, Owner's assistance is needed to locate the utility service or facility or the presence of a representative of Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to Contractor's commencement of operations in such general vicinity. Contractor shall furnish a written summary of the notification to the RPR.

Contractor's failure to give the two days' notice shall be cause for Owner to suspend Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to Contractor's operations.

Should Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. Owner reserves the right to deduct such costs from any monies due or which may become due Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. Contractor is hereby advised that construction limits of the Project include existing facilities and buried cable runs that are owned, operated, and maintained by the FAA. Contractor, during the execution of Project work, shall comply with the following:

a. Contractor shall permit FAA maintenance personnel the right of access to the Project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport a minimum of 14 calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the Project work requires a facility outage, Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by Contractor's equipment or personnel whether by negligence or accident will require Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon Engineer, RPR, their authorized representatives, or any officials of Owner either personally or as an official of Owner. It is understood that in such matters they act solely as agents and representatives of Owner.

70-18 No waiver of legal rights. Upon completion of the work, Owner will expeditiously make final inspection and notify Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall Owner be precluded or stopped from recovering from Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of Contractor to fulfill their obligations under the contract. A waiver on the part of Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

Contractor, without prejudice to the terms of the contract, shall be liable to Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards Owner's rights under any warranty or guaranty.

70-19 Environmental protection. Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, Contractor shall immediately cease operations in that location

and notify the RPR. The RPR will immediately investigate Contractor's finding and Owner will direct Contractor to either resume operations or to suspend operations as directed.

Should Owner order suspension of Contractor's operations in order to protect an archaeological or historical finding, or order Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Special Provisions SP-17.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. Owner will not recognize any subcontractor on the work. Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of Owner, and shall be consummated only on the written approval of Owner.

Contractor shall provide copies of all subcontracts to RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). Owners notice to proceed will state the date on which contract time commences. Contractor is expected to commence project operations within **ten (10)** days of the NTP date. Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by Owner.

80-03 Execution and progress. Unless otherwise specified, Contractor shall submit their coordinated construction schedule showing all work activities for RPR’s review and acceptance at least 10 days prior to the start of work. Contractor’s progress schedule, once accepted by RPR, will represent Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. RPR will compare actual Contractor progress against the baseline schedule to determine that status of Contractor's performance. Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If Contractor falls significantly behind the submitted schedule, Contractor shall, upon RPR’s request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, Contractor shall notify RPR at least 24 hours in advance of resuming operations.

Contractor shall not commence any actual construction prior to the date on which the NTP is issued by Owner.

Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice-monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows: None.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. Contractor shall conduct routine checks to assure compliance with the safety plan measures.

Contractor is responsible to Owner for the conduct of all subcontractors it employs on the project. Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by Contractor in accomplishing the work are not prescribed in the contract, Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by RPR. If Contractor desires to use a method or type of equipment other than specified in the contract, Contractor may request authority from RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, RPR determines that the work produced does not meet contract requirements, Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. Owner shall have the authority to suspend the work wholly, or in part, for such period or periods Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that Contractor is ordered by Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which Contractor has no control, Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with RPR within the time period stated in the RPR's order to resume work. Contractor shall submit with their own claim information substantiating the amount shown on the claim. RPR will forward Contractor's claim to Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond Contractor's control, it shall be adjusted as follows:

80-07.1

Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of Owner's orders to suspend and resume all work, due to causes not the fault of Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by Owner should Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Base Bid	$1,000	540

80-09 Default and termination of contract. Contractor shall be considered in default of their contract and such default will be considered as cause for Owner to terminate the contract for any of the following reasons, if Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should Owner consider Contractor in default of the contract for any reason above, Owner shall immediately give written notice to Contractor and Contractor's surety as to the reasons for considering Contractor in default and Owner's intentions to terminate the contract.

If Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of Contractor. Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due Contractor. If such expense exceeds the sum which would have been payable under the contract, then Contractor and the surety shall be liable and shall pay to Owner the amount of such excess.

80-10 Termination for national emergencies. Owner shall terminate the contract or portion thereof by written notice when Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with Contractor.

Acceptable materials, obtained or ordered by Contractor for the work and that are not incorporated in the work shall, at the option of Contractor, be purchased from Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton or hundredweight.
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Term	Description
	All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of Owner.

Should RPR omit or order nonperformance of a contract item or portion of such item from the work, Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to Contractor and shall thereupon become the property of Owner.

In addition to the reimbursement hereinbefore provided, Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by Contractor must be directly related to the deleted contract item and shall be supported by certified statements by Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by Owner for protection of Owner's interests. Unless otherwise instructed by Owner, the amount retained by Owner will be in effect until the final payment is made except as follows in 1) and 2):

(1) Contractor may request release of retainage on work that has been partially accepted by Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by Owner for partially accepted work.

(2) In lieu of retainage, Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor has received a partial payment. Contractor must provide Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Owner. When Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95 percent of the work has been completed to the satisfaction of RPR, RPR shall, at Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

Contractor shall deliver to Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to RPR at or on an approved site.

b. Contractor has furnished RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. Contractor has furnished RPR with satisfactory evidence that the material and transportation costs have been paid.

d. Contractor has furnished Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. Contractor has furnished Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and Owner's payment for such stored or stockpiled materials shall in no way relieve Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, Contractor may request that Owner deposit the retainage into an escrow account. Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to Owner.

b. Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. Contractor shall enter into an escrow agreement satisfactory to Owner.

d. Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, RPR will prepare the final estimate of the items of work actually performed. Contractor shall approve RPR's final estimate or advise RPR of Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. Contractor and RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of Contractor's receipt of RPR's final estimate. If, after such 30-day period, a dispute still exists, Contractor may approve RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After Contractor has approved, or approved under protest, RPR's final estimate, and after RPR's receipt of project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date Owner takes possession.

c. Contractor shall remedy at Contractor's expense any failure to conform, or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to Owner real or personal property, when that damage is the result of Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by Contractor.

d. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. Owner will notify Contractor, in writing, within seven days after the discovery of any failure, defect, or damage.

f. If Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of Owner, as directed by Owner, and (3) enforce all warranties for the benefit of Owner.

h. This warranty shall not limit Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until RPR approves Contractor's final submittal. Contractor shall:

a. Provide two copies of all manufacturer warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings, or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

TECHNICAL SPECIFICATIONS

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and, AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period. Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed, and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by RPR before incorporating into Project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, more restrictive laws, rules, or regulations shall apply.

RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by RPR.

102-3.3 Construction details. Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction not foreseen during the design stage; needed prior to installation of permanent control features; or needed temporarily to control erosion that develops during normal construction practices but not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by RPR.

Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by RPR. If temporary erosion and pollution control measures are required due to Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by RPR, the work shall be performed by Contractor and the cost shall be incidental to this item.

RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by Contractor shall be maintained by Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance, and removal of silt fence. Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled, and the soil compacted over the silt fence fabric. Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by RPR. Completed and accepted work will be measured per lump sum. This price shall be full compensation for costs associated with preparation, administration, and superintendence of the Stormwater Pollution Prevention Plan (SWPPP), furnishing all materials, labor, tools, and equipment, and for any fees required by the regulating agency

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control per lump sum.

Progress payments will be calculated by dividing the total lump sum price by the number of months to final completion.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33	*Hazardous Wildlife Attractants on or Near Airports*
AC 150/5370-2	*Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461	*Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 8 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by Owner.

105-4 Engineer/RPR field office. Engineer/RPR field office not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, staging area clean-up and delivery of all Project Closeout materials as required by SP-48 PROJECT CLOSEOUT SPECIAL PROVISIONS, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization 8 percent, complete, per Lump Sum.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of removing existing asphaltic and concrete pavement surfaces, removing existing curb and gutter, removing a specified depth of existing base material from beneath these surfaces, preparing the base for new concrete pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. All removed material shall be removed from Airport property.

The edge of existing concrete pavement against which new pavement abuts shall always be protected from damage. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. All removed material shall be removed from Airport property.

c. Repair or removal of Base. Base course shall be removed from below existing asphalt to the depth shown on Plans. Base shall be recompacted and repaired and tested as shown on the Plans or as directed by RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at Contractor's expense.

d. Curb and gutter removal. Concrete curb and gutter shall be removed at locations indicated on Plans. Removal shall extend to an existing adjacent joint if such extension is less than 4 feet.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Not used.

101-3.3 Removal of Foreign Substances/contaminates before overlay/seal coat/remarking. Not used.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair. Not used.

101-3.5 Cold milling. Not used**.**

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Not used.

101-3.7 Maintenance. Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by RPR. The surface shall be kept clean and free from foreign material. The pavement shall always be properly drained. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Not used.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Not used.

METHOD OF MEASUREMENT

101-4.1 Pavement Removal (Asphaltic or Concrete). The unit of measurement for pavement removal shall be the number of square yards removed by Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal.

101-4.2 Curb and Gutter Removal. Unite of measure for curb and gutter removal shall be number of linear feet of curb removed, as measured along back of curb.

101-4.3 Base Removal and Recompact. Unit of measure for base removal, recompaction, and grading to new elevations shall be by the square yard.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101-5.1	Remove existing asphalt pavement and partial base in preparation for new concrete pavement or curb and gutter at Gates NV4 and NV11, complete, per square yard
Item P-101-5.2	Remove existing concrete pavement in preparation for new concrete pavement or curb and gutter at Gates NV4 and NV11, complete, per square yard
Item P-101-5.3	Remove curb and gutter, complete, per linear foot
Item P-101-5.4	Remove, scarify, and recompact existing base to elevations suitable for new concrete pavement and curb and gutter installation, per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

Item F-162 Chain-Link Fence

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans or established by RPR. This item shall also include removal of existing chain link fence, range fencing, swing, slide and pedestrian gates, and clearing the fence line.

MATERIALS

162-2.1 Fabric. Fabric shall be woven from a 9-gauge aluminum-coated steel wire in a 2-inch mesh and shall conform to requirements of ASTM A491. Metallic-coated fabric shall have a clear acrylic coating applied to the selvage area after weaving.

162-2.2 Barbed wire. Barbed wire shall be two-strand 12.5 gauge zinc-coated wire with four-point barbs and shall conform to requirements of ASTM A121, Class 3.

162-2.3 Posts, rails, and braces. Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or F1083 as follows:

- Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.

Posts, rails, and braces, except for galvanized steel conforming to ASTM F1043 or F1083, Group 1A, Type A, or aluminum alloy, shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B117 as follows:

- External: 1,000 hours with a maximum of 5% red rust.
- Internal: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3 (latest edition).

162-2.4 Gates. Gate scope of this Project includes swing gates and slide gates with several different conditions:

- Various gate types shall be removed and not replaced.
- Motorized slide gates shall be upgraded to new fence height and certain components replaced per Plans and Specifications.
- Motorized slide gates shall be constructed in new locations.
- Dual slide gate (nonmotorized) shall be constructed.
- Swing gates shall be constructed.

162-2.4.1 Swing gates. Swing gates shall be chain link and constructed with the posts and bracing herein above for fencing. Gates shall be of heights and leaf combinations listed in the Proposal and Plans. Swing gates shall be topped with three strands of barbed wire.

162-2.4.2 Sliding gates. Sliding gates shall include the following operations items:

- Structural cantilever slide gates.
- Hydraulic gate operators or VMAG operators as designated in Plans.
- Combination-controlled keypad or proximity card reader opening systems for vehicular access as designated in Plans.
- Electrical panels in NEMA enclosures.
- Battery backup.
- Vehicle detectors and loops.
- Signage (see Plan details).
- All electrical materials required for power routing and control for noted items.

Structure shall be a fully adjustable cantilever system comprised of several predrilled panels which can be joined together in the shop or field to make a complete gate assembly. All gate fittings, other than trucks, shall be galvanized steel. Fabric and barbed wire, matching line fence, shall fill entire gate frame, be securely stretched, and held on all four sides of gate frame.

Gate and installation shall conform with all applicable ASTM standards for aluminum cantilever slide gates. Gates shall be structural cantilever slide gate as manufactured by Tymetal Corporation, Inc. (888.978.4283). No substitutions.

162-2.4.3 Hydraulic gate operator. Hydraulic gate operators shall be B&B Model LXLB-13VP-HS. No substitutions. See Section 32 31 19.53 “Decorative Metal Security Fence and Gates.”

162-2.4.4 Velocity magnetic gate operator (VMAG). VMAG operators shall be per Section 32 31 19.53 “Decorative Metal Security Fence and Gates.”

162-2.4.5 Vehicle detectors. Loops shall be BD Loops Model BD (sawcut) sized per application or approved equal. Vehicle detection loops shall be installed on automatic gates to allow vehicular exit/verify vehicle presence and prevent gate closure until vehicles are clear of the gate path. Loops shall be 24VDC with the following features:

- Nonpulsing on power up.
- Pressure sensing.
- Loop failure auxiliary output cable.
- Self-modulating.
- Fail secure.
- Installed in saw cut grooves and sealed.

162-2.5 Wire ties and tension wires. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824. This Project will have a lower rail per Plan details, replacing tension wire.

All material shall conform to Federal Specification RR-F-191/4.

162-2.6 Miscellaneous fittings and hardware. Miscellaneous steel fittings and hardware for use with aluminum-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.

162-2.7 Concrete. Concrete shall have a minimum 28-day compressive strength of 3,000 psi.

162-2.8 Marking. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

162-2.9 Guardposts. Guardposts shall be installed adjacent to each keypad as indicated on Plans. Each post shall be set in concrete foundation per Plans. Take care to ensure resulting post installation is vertical, plumb, and rigidly secured in position.

162-2.9.1 Painting. Following installation and curing of interior concrete fill in pipe, guardpost surfaces shall be thoroughly cleaned of all debris, oils, rust, and concrete splatter with a commercial sandblast (SSPC-SP6). Posts shall then be painted with approved metal primer. Primer shall be Tnemec Series N69 Hi-Build Epoxoline II epoxy-polymide coating or approved equal. Primer shall be applied to produce a dry film thickness of 5.0 mils. Surface coating shall be Tnemec Series 290 CRU high building polyester polyurethane semi-gloss enamel or approved equal. Coating shall be applied to produce a dry film thickness of 4.0 mils. Surface color shall be Safety Yellow (Tnemec BV57) (ANSI Z53.1 – 1971). Guardposts will be considered for payment as a subsidiary item included in bid price for automatic gates. No separate payment given for this item.

CONSTRUCTION METHODS

162-3.1 General. Fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to RPR. RPR shall establish and mark fence line for the work. Contractor shall layout all other fence elements based on Plans. The new fence shall be permanently tied to the terminals of existing fences as shown on the plans.

Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. See SP-3 TIME AND ORDER OF COMPLETION, regarding temporary fences and maintain secure line.

Fences lines shall be sufficiently cleared of obstructions, and surface irregularities graded so fence will conform to general contour of the ground. Special attention should be given to fence line grading to ensure elimination of any specific rises or dips that would produce more than a gradual change in fence elevation. Unless otherwise directed by Owner, grade changes shall be a 200-foot minimum separation. Bottom of fence shall be placed a uniform distance above the ground for construction of new wildlife deterrent concrete beams and sidewalk as specified on Plans.

162-3.2 Clearing fence line. Clearing shall consist of removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. Existing fences, chain link or range, shall be removed per Plans. Existing posts shall be completely removed from the ground. All materials not indicated for salvage will become Contractor property who will dispose off airport property. Any pavement damaged during removal of fence shall be repaired at sole expense of Contractor. All holes in dirt areas remaining after post and stump removal shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers; however, holes created in concrete or asphalt pavements shall be refilled with suitable material and topped with minimum 6 inches of concrete.

The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

Use of existing items on fence shall adhere to the following:

- Existing conduits on fence, whether for communications or power, shall follow Electrical Drawings. In general, preserve and reinstall these items on new fence or install in new underground conduit(s) using new materials. Payment for this work shall be per Proposal and Electrical Plans.
- Existing L-810 Obstruction Lights and associated conduits on fence shall follow Electrical Drawings. Salvage and preserve actual light fixtures for reuse. Existing wire and conduits shall become a demolition item. Generally, reinstall salvaged lights on new fence using new conduit, new wire, and accessories. Payment for this work shall be per Proposal and Electrical Plans.
- Existing miscellaneous items on the fence shall follow Plan notes. In summary, remove, salvage, and preserve items encountered on fence then reinstall onto new fence. Miscellaneous items shall be considered incidental items with no direct payment given.

162-3.3 Installing posts. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating. Posts in existing pavement shall have a smooth concrete finish slightly higher than the ground and sloped to drain away from the posts. Concrete piers for post having new T-beam treatment may initially be poured 4 inches low in preparation for pouring the final T-section topping. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches. After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

162-3.4 Installing rails. Top rail shall be continuous and shall pass through the post tops. Coupling used to join the top rail lengths shall allow for expansion. Project will also have a bottom rail spanning between posts as shown on Plan details.

162-3.5 Installing braces. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

162-3.6 Installing fabric. Wire fabric shall be firmly attached to the posts and braced as shown on plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of bottom rail at 2 inches from the paved surface or concrete beam surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, drainage provisions shall be per Plan details.

162-3.7 Electrical grounds. Electrical grounds shall be constructed where a power line passes over the fence. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction. Contractor shall comply with FAA-STD-019, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment, paragraph 4.2.3.8, Lightning Protection for Fences and Gates, when fencing is adjacent to FAA facilities.

162-3.8 Cleaning up. Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

METHOD OF MEASUREMENT

162-4.1 Chain-link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

162-4.2 Gates will be measured as complete units. Gate distance indicated shall be the clear opening between gate posts.

BASIS OF PAYMENT

162-5.1 Payment for removal of existing fencing will be made at Contract unit price per linear foot as delineated in the pay items. Each price shall be full compensation for furnishing all materials and for all preparation, demolition, and removal of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

162-5.2 Payment for new fencing will be made at Contract unit price per linear foot as delineated in pay items. Each price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

162-5.3 Payment for installing new structural cantilever gate or upgrading existing gate location will be made at Contract unit price per each as delineated in pay items. Each price shall be full compensation for furnishing all materials to produce functions per Plans. Price shall also be full compensation for all preparation, erection, and installation of these materials and for all labor, equipment, tools, and incidentals necessary to provide a functioning gate.

162-5.4 Payment for new swing gates will be made at Contract unit price per each as delineated in pay items. Each price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

162-5.5 Payment for reflectorized signage will be made at Contract unit price per square foot of signs. Price shall include all hardware required for attachment to fence or gate. Price shall be full compensation for furnishing and installing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

162-5.6 Payment for reflectorized signs mounted on posts will be made at Contract unit price per each post, including signage, concrete mow strip, and all appurtenances. Prices shall be full compensation for furnishing and installing all materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

162-5.7 Payment for concrete wildlife-deterrent beam and sidewalk structures will be made at Contract unit price per linear foot of beams furnished and installed as measured along fence line. Price shall include all coordination with electrical conduits and junction boxes that might also be part of this installation per Electrical Plans. Price shall be full compensation for furnishing and installing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

162-5.8 Payment for fence corner mow strip or miscellaneous concrete will be made at Contract unit price per square yard. Price shall be full compensation for furnishing and installing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

162-5.9 Payment for extending chain link fence height in specific areas from 6 to 8 feet will be made at Contract unit price per linear foot of fence raised, as measured along fence line. Price shall include removing all existing barbed wire, fabric, and hardware, extending posts per plan detail methods, then installing all new materials and hardware to produce a new 8-foot-high chain link fence with three strands of barbed

wire. Price shall be full compensation for furnishing and installing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

Clearing of the fence line will be incidental to the new fence. No separate payment will be made for clearing the fence line.

162-5.10 Payment for chain link wildlife deterrent drainage covers will be made at the contract unit price per each. Price shall include sizing each drainage gate to the field situation, constructing unit per plan detail and securing unit to fence and ground surface to allow cleaning and periodic maintenance. Price shall be full compensation for furnishing and installing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

162-5.11 Payment for concrete pavement beam for wildlife deterrence at certain swing gates will be made at the contract unit price per square yard. Price shall include removal of existing material from proposed footprint, depth per plan detail, subgrade compaction in place, and concrete installation. Price shall be full compensation for furnishing and installing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item F-162-5.1	Remove Chain Link or Range Fence, per linear foot
Item F-162-5.2	Remove Motorized Vehicle Gate, Supports, and Appurtenances for Conversion to 6- or 8-foot-high Structural Cantilever Gate, per each
Item F-162-5.3	Remove Motorized Vehicle Gates NV5, NV10, EV5, and Twy V per Plan Descriptions, Demolish Specified Above-Grade Pavements, and Restore to At-Grade Condition using 6-inch Concrete Pavement, per each
Item F-162-5.4	Remove Swing Gate, all sizes, per each
Item F-162-5.5	8-foot Chain Link Security Fence, per linear foot
Item F-162-5.6	6-foot Chain Link Security Fence, per linear foot
Item F-162-5.7	12-foot-wide x 8-foot-tall Single Swing Gate, per each
Item F-162-5.8	14-foot-wide x 6-foot-tall Single Swing Gate, per each
Item F-162-5.9	16-foot-wide x 8-foot tall Double Swing Gate, per each
Item F-162-5.10	20-foot-wide x 8-foot-tall Double Swing Gate, per each
Item F-162-5.11	24-foot-wide x 8-foot-tall Double Swing Gate, per each
Item F-162-5.12	36-foot-wide x 8-foot-tall Double Swing Gate, per each
Item F-162-5.13	4-foot-wide x 8-foot tall Pedestrian Gate, per each
Item F-162-5.14	50-foot-wide (two 25-foot sections) x 8 foot-tall Nonmotorized Structural Cantilever Slide Gate NV14B, per lump sum
Item F-162-5.15	Upgrade to 12-foot-wide x 6-foot-tall Motorized Vehicle Gate EV1, Including Hydraulic Operator, per each
Item F-162-5.16	Upgrade to 12-foot-wide x 8-foot-tall Motorized Vehicle Gate, Including VMAG operator, per each
Item F-162-5.17	Upgrade to 14-foot-wide x 8-foot-tall Motorized Vehicle Gate, Including VMAG operator, per each

Item F-162-5.18	Upgrade to 15-foot-wide x 8-foot-tall Motorized Vehicle Gate, Including VMAG operator, per each
Item F-162-5.19	Upgrade to 12-foot-wide x 8-foot-tall Motorized Vehicle Gate, Including Hydraulic Operator, per each
Item F-162-5.20	Upgrade to 14-foot-wide x 8-foot-tall Motorized Vehicle Gate, Including Hydraulic Operator, per each
Item F-162-5.21	Upgrade to 24-foot-wide x 8-foot-tall Motorized Vehicle Gates NV6 and NV7, Including Hydraulic Operator, per each
Item F-162-5.22	Upgrade to 26-foot-wide x 8-foot-tall Motorized Vehicle Gate NV5, Including Hydraulic Operator and Additional Items per Plans, per each
Item F-162-5.23	Reflectorized Barrier, Notice, or Gate Sign Mounted on Fence or Gates, per square foot
Item F-162-5.24	Reflectorized Notice Signs Mounted on Posts with Concrete Mow Strip and all Appurtenances, per each
Item F-162-5.25	Concrete T-Beam Wildlife Deterrent, per linear foot
Item F-162-5.26	Concrete L-Beam Wildlife Deterrent, per linear foot
Item F-162-5.27	4-inch-thick (minimum) Concrete, Fence Corner Mow Strip or Miscellaneous Concrete, per square yard
Item F-162-5.28	Extend Fence Height and Appurtenances from 6 to 8 feet, per Plan Detail, per linear foot
Item F-162-5.29	Completely Remove Motorized Vehicle Gates NV11, NV4A, and NV4B, all Appurtenances, and Three Area Lights, (salvage CCTV pole, and camera for reuse), per each
Item F-162-5.30	18-foot Motorized Vehicle Gate NV4 Including VMAG Operator and all New Equipment, per each
Item F-162-5.31	18-foot Motorized Vehicle Gate NV11 Including VMAG Operator and all New Equipment, per each
Item F-162-5.32	Chain Link Wildlife Deterrent Drainage Cover, per each
Item F-162-5.33	Concrete Pavement Beam for Wildlife Deterrence at Certain Swing Gates, per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A121	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A392	Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric

ASTM A491	Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A824	Standard Specification for Metallic-Coated Steel Marcelled Tension Wire for Use with Chain Link Fence
ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM F668	Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and other Organic Polymer Coated Steel Chain Link Fence Fabric
ASTM F1043	Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
ASTM F1083	Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F1183	Standard Specification for Aluminum Alloy Chain Link Fence Fabric
ASTM F1345	Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy-Coated Steel Chain-Link Fence Fabric
ASTM G152	Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G153	Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
ASTM G155	Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials

Federal Specifications (FED SPEC)

FED SPEC RR-F-191/3	Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)
FED SPEC RR-F-191/4	Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

FAA Standard

FAA-STD-019	Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment

FAA Orders

5300.38	AIP Handbook

END OF ITEM F-162

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding and fertilizing the areas shown on the plans or as directed by Engineer in accordance with these specifications. Areas of soil preparation, seeding and fertilizing under this item shall include, but not be limited to, unpaved areas within the limits of grading as shown on the plans or as designated by Engineer, any areas of existing turf disturbed during construction, excavated areas, Contractor haul routes or travel paths, and Contractor plant and office areas, and stockpile areas.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. Contractor shall furnish Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected. For this Project, two seed mixes will be planted together - the cool or warm season mix as determined by the planting time, and the Permanent Seed Mixture shown herein:

Quantity of Pure Live Seed[1] (option 3)

Seed Mixture for Cool Season Seeding (Sept.1-Nov. 30)	
Common Name	**Mixture Quantity**
Western Wheatgrass	8.4 PLS/acre
Wheat (red, winter)	50.0 PLS/acre
Seed Mixture for Warm Season Seeding (May 1-Aug. 31)	
Buffalo Grass-Treated	34.0 PLS/acre
Permanent Seed Mixture (Optimum Feb 1 – May 15)	
Green Sprangletop	0.3 PLS/acre
Blue Grama	0.8 PLS/acre
Sand Dropseed	0.4 PLS/acre
Weeping Lovegrass	0.6 PLS/acre
Indian Ricegrass	3.0 PLS/acre
Purple Prairie Clover	0.5 PLS/acre

[1]Payment will not be made for soil preparation, seeding, and fertilizing prior to planting and establishing stand of grass covering a minimum of 70% of the seeded area in comparison to the surrounding grassed area.

Seeding shall be performed during such periods as recommended by the local County Extension Agent or USDA Soil Conservation Services and shall be compatible with local climate and soil conditions. Seeding shall also be performed as early as possible in the project to maximize the growing season.

If construction completion does not coincide with a recommended planting period, Contractor shall be responsible for maintaining the areas to be seeded in accordance with Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, until the accepted stand of grass is produced. Contractor attention is also directed to the 70% vegetative cover requirement indicated by the definition of Final Stabilization in the TPDES Construction General Permit (TXR 150000).

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified and shall meet the requirements of applicable state laws. All fertilizer shall be delivered in bags or clearly marked containers showing the analysis, name, trademark, and warranty. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

d. Fertilizers shall have an analysis of 15-15-15 (representing respective percentages of nitrogen, phosphoric acid, and potash) as determined by the Association of Official Agricultural Chemists

e. Commercial fertilizer and shall be spread at the rate of 500 pounds per acre**.**

f. The actual rate of application shall be as recommended by the fertilizer manufacturer for the seed planted and allowing for local soil conditions and shall be approved by Engineer prior to application.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by Engineer before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Not required.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

e. Emulsion. After the seed has been planted, Item P-603 Asphalt Soil Stabilization shall be applied to the seeded area to hold the soil.

901-3.3 Wet application method.

a. General. Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, mounted to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb/sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipelines shall be capable of providing clearance for 5/8-inch solids. The power unit for the pump and agitator shall have controls mounted to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20-100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

To reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Contractor shall identify to Engineer all sources of water at least two weeks prior to use. Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. Contractor shall not use any water from any source that is disapproved by Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by Engineer, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that Contractor establish a good stand of grass of uniform color and density to the satisfaction of Engineer. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

Contractor shall be responsible for watering and maintaining seeded areas for a minimum 45 calendar days after seeding, and until establishing an acceptable stand of grass, unless otherwise directed by Engineer. The maintenance of the seeded areas may also require additional seeding to provide the required stand of grass for acceptance. Such additional seeding, if required, shall be at the expense of Contractor.

METHOD OF MEASUREMENT

901-4.1 The final quantity of soil preparation, seeding and fertilizing shall be considered incidental to Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, and will not be measured for payment.

BASIS OF PAYMENT

901-5.1 This item shall be considered incidental to Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, and will not be measured for payment.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

SECTION 26 05 00 - BASIC ELECTRICAL METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.

B. Scope:
   1. Work covered by Division 26 of the Specifications include furnishing all materials, labor, transportation, tools, permits, and fees for complete installation of all electrical work required in Contract Drawings.
   2. Contractor shall become familiar with existing conditions of site and advise Engineer of any discrepancy or conflict prior to bidding.
   3. Contractor shall be responsible for all Project-required permits, fees, and licenses. All cost of such permits or fees shall be included in the bid.
   4. Install all equipment and material in accordance with applicable manufacturer recommendations and standards.
   5. Contractor shall be responsible for coordinating with utility service provider to verify all locations, routing, equipment, and labor furnished as a part of this Contract.

1.2 REGULATORY AGENCIES

A. National Electrical Code (NEC).
B. National Electrical Safety Code (NESC).
C. Local Electric Utility.
D. Authority Having Jurisdiction (AHJ).

1.3 SUBMITTALS

A. Within 10 days after Contract award and before orders are placed, Contractor shall submit specific information on list of equipment and principal materials specified. Contractor shall indicate/provide names of manufacturers, catalog and model numbers, cut sheets, and other supplementary information as necessary for evaluation.

B. Submittal Requirements:
   1. Bear a dated stamp or specific written indication that Contractor reviewed and approved all submittal prior to submission to Engineer.
   2. Clearly and SPECIFICALLY mark which specific piece of equipment is submitted, by permanent marker, stamp, etc., to distinguish from other equipment that may occur on the same page.
   3. Clearly mark which available options are submitted associated with a piece of equipment.
   4. Be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable Engineer to review proposed equipment.

PART 2 - PRODUCTS

2.1 EQUIPMENT REQUIREMENTS

A. Electrical requirements for equipment specified or indicated on Drawings are based on information available at the time of design. If equipment furnished for installation has electrical requirements other than indicated on Electrical Drawings, Contractor shall make any required changes to wire and conduit size, controls, overcurrent protection, and installation as required to accommodate equipment supplied, without additional charge to Owner. Complete responsibility and costs for such adjustments shall be assigned to respective Specification Section under which equipment is furnished.

2.2 MATERIALS

A. All similar materials and equipment shall be the product of the same manufacturer unless specified otherwise.
B. Materials and equipment shall be standard products of manufacturers regularly engaged in production of such material and shall be manufacturer's current and standard design.
C. Altitude: Equipment affected by altitude shall perform satisfactorily for function intended at Project site altitude.
D. Detectable Warning Tape: Acid and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep, and colored as follows:
    1. Red: Electric.
    2. Yellow: Gas, oil, steam, and dangerous materials.
    3. Orange: Phone and other communications.
    4. Blue: Water systems.
    5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 GENERAL

A. Fabricate, erect, and install complete electrical system in accordance with accepted good practice by qualified personnel experienced in such work and proceed in an orderly manner so as not to impede Project progress.
B. Electrical Contractor shall check all areas and surfaces where electrical equipment material is to be installed, removed, or relocated and report any unsatisfactory conditions before starting work. Commencement of work signifies Contractor acceptance of existing conditions.
C. Electrical Drawings are diagrammatic. Carefully coordinate installation requirements with structural, Engineer, and mechanical conditions and adjust to avoid conflict.
D. Electrical equipment locations are approximate and not intended to convey exact details and mounting of location of outlets, equipment, and other items. Exact locations are to be field determined by actual measurements.
E. Location height and projection of fixtures illuminating signs or special features shall be approved by Engineer prior to installation.
F. Coordinate location of all exterior fixtures with Drawings and Specifications.

G. Consult Drawings to determine wall finishes and locations of wall-mounted equipment, countertop splashes, and similar items to avoid conflict with electrical equipment. Where surface or pendant-mounted light fixtures are noted, provide for all necessary framing channels, pendants, chains, canopies, and other hardware as required for a complete and operable system.

H. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

3.2 UNDERGROUND CONDUIT INSTALLATION

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
   1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
   2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
   3. Excavate trenches 4 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
   4. Refer to Electrical Detail Drawings to determine required depth of conduit and width of trench. Conduit trenches shall be a maximum of 18 inches wide unless prior approval is received from Project Engineer.

D. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment nor more than 4 inches in loose depth for material compacted by hand-operated tampers.

E. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D698:
   1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
   2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
   3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

F. Install detectable warning tape above conduits and pipe, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

G. Protection:
   1. Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
   2. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or they lose compaction due to subsequent construction operations or weather conditions.
      a. Scarify or remove and replace soil material to depth as directed by Engineer. Reshape and recompact.
   3. Where settling occurs before Project correction period elapses, remove finished

surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

a. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

H. Disposal of Surplus and Waste Materials:

1. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose off Owner's property unless otherwise directed by Owner.
2. Repair any damage to shrubs, grass or structures to previous condition at no additional expense to Owner.

3.3 PERFORMANCE TESTS

A. Thoroughly test all control circuits, fixtures, services, and all circuits for proper operating condition and freedom from grounds and short circuits before acceptance is requested. Operate all equipment, appliances, and devices under load conditions.

B. After interior wiring system installation is complete, conduct operating tests for approval. When requested, test all wire, cable, devices, and equipment after installation to assure all material continues to possess all original characteristics as required by governing codes and standards listed in Specifications.

C. After motor operation is verified, make voltage readings at all panelboards and starters. Based on these readings, make final adjustments of primary taps on all building transformers as directed or coordinate with utility proper building voltage.

D. Perform such other tests as required by other Specifications Sections or as requested to prove acceptability.

E. Furnish all instruments and labor for testing.

F. All material installed shall be listed, inspected, and approved by a nationally accepted testing laboratory such as UL/ETL. All material shall bear UL/ETL label where available.

3.4 SUBMITTAL AND APPROVAL OF MATERIALS

A. All requirements for submittals shall comply with applicable provisions included in individual Specification Sections.

B. Unless identified as a sole source item, listing product manufacturers, catalog numbers, etc., on Drawings is intended to establish a standard of quality of the product. It is Contractor responsibility to review all items intent to submit. If equipment other than that indicated on Drawings is proposed by Contractor, information will be reviewed at submittal submission.

END OF SECTION

SECTION 26 05 05 - SELECTIVE DEMOLITION FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removal of existing electrical equipment, wiring, and conduit in areas to be remodeled; removal of designated construction; dismantling, cutting and alterations for completion of the Work.
   2. Disposal of materials.
   3. Storage of removed materials.
   4. Identification of utilities.
   5. Salvaged items.
   6. Protection of items to remain as indicated on Drawings.
   7. Relocate existing equipment to accommodate construction.

B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Shop Drawings: Indicate demolition, location, and construction of temporary work. Describe demolition removal procedures and schedule.

1.3 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of capped utilities.

1.4 PRE-INSTALLATION MEETINGS

A. Convene minimum **one** week prior to commencing work herein.

1.5 SCHEDULING

A. Schedule work to coincide with new construction.
B. Cease operations immediately when structure appears in danger and notify Engineer. Do not resume operations until directed.

1.6 COORDINATION

A. Conduct demolition to minimize interference with adjacent and occupied building areas.
B. Coordinate demolition work with gate replacement at each location.
C. Coordinate and sequence demolition without causing shutdown of operation of surrounding areas.
D. Identify salvage items in cooperation with Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify wiring and equipment indicated to be demolished serve only abandoned facilities.
B. Verify termination points for demolished services.

3.2 PREPARATION

A. Erect, and maintain temporary safeguards, including warning signs and lights and barricades, for protection of the public, Owner, Contractor's employees, and existing improvements to remain.

3.3 DEMOLITION

A. Demolition Drawings are based on casual field observation. Report discrepancies to Site Engineer before disturbing existing installation.
B. Remove exposed abandoned conduit.
C. Remove conduit, wire, boxes, and fastening devices to avoid any interference with new installation.
D. Disconnect or shutoff service where electrical work is to be removed. Remove electrical fixtures, equipment, and related switches, outlets, conduit, and wiring not part of final project.
E. Perform work on energized equipment or circuits with experienced and trained personnel.
F. Remove, relocate, and extend existing installations to accommodate new construction.
G. Repair adjacent construction and finishes damaged during demolition and extension work.
H. Remove exposed abandoned grounding and bonding components, fasteners and supports, and electrical identification components.
I. Clean and repair existing equipment to remain.
J. Protect and retain power to existing active equipment remaining.
K. Cap abandoned empty conduit at both ends.

3.4 EXISTING PANELBOARDS

A. Ring out circuits in existing panel affected by Work. Where additional circuits are needed, reuse circuits available for reuse. Install new breakers.
B. Tag unused circuits as spare.
C. Where existing circuits indicated to reuse, use sensing measuring devices to verify circuits feeding Project area or are not in use.
D. Remove existing wire no longer in use from panel to equipment.
E. Provide new updated directories where more than three circuits are modified or rewired.

3.5 SALVAGE ITEMS

A. Removed items of salvageable value as work progresses. Transport salvaged items from site as they are removed.

3.6 REUSABLE ELECTRICAL EQUIPMENT

A. Carefully remove equipment, materials, or fixtures to be reused.
B. Disconnect, remove, or relocate existing electrical material and equipment interfering with new installation.

3.7 CLEANING

A. Remove demolished materials as work progresses. Legally dispose.
B. Keep workplace neat.

END OF SECTION

SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes building wire and cable, nonmetallic-sheathed cable, and wiring connectors and connections.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section
   2. Section 26 05 00 “Basic Electrical Methods.”
   3. Section 26 05 53 “Identification for Electrical Systems,” product requirements for wire identification.

1.2 REFERENCES

A. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
B. NFPA 70 - National Electrical Code.
C. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.
D. UL 1277 - Standard for Safety for Electrical Power and Control Tray Cables with Optional Optical-Fiber Members.

1.3 SUBMITTALS

A. Refer to Section 26 05 00 “Basic Electrical Methods.”

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of components and circuits.

1.5 QUALITY ASSURANCE

A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet when tested in accordance with NFPA 262.
B. Perform Work in accordance with Authority Having Jurisdiction (AHJ).
C. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified herein with minimum three years’ experience.

1.7 FIELD MEASUREMENTS

A. Verify field measurements are as indicated on Drawings.

1.8 COORDINATION

A. Where wire and cable destination indicated and routing not shown, determine routing and lengths required.
B. Wire and cable routing indicated is approximate unless dimensioned.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

A. Manufacturers:
   1. Cerro Wire.
   2. General Cable.
   3. Southwire Co.
B. Substitutions: Must be submitted for review before purchase.
C. Product Description: Single conductor insulated wire.
D. Conductor: Copper.

2.2 WIRING CONNECTORS

A. Split Bolt Connectors:
   1. Manufacturers:
      a. ABB.
      b. Burndy.
      c. ILSCO.
   2. Substitutions: Must be submitted for review before purchase.
B. Solderless Pressure Connectors:
   1. Manufacturers:
      a. 3M.
      b. Ideal.
   2. Substitutions: Must be submitted for review before purchase.
C. Compression Connectors:
   1. Manufacturers:
      a. 3M.
      b. Ideal.
      c. Burndy.
   2. Substitutions: Must be submitted for review before purchase.

2.3 TERMINATIONS

A. Terminal Lugs for Wires 6 AWG and Smaller: Solderless, compression-type copper.
B. Lugs for Wires 4 AWG and Larger: Color keyed, compression-type copper, with insulating sealing collars.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify interior of building is protected from weather.
B. Verify mechanical work likely to damage wire and cable is complete.
C. Verify raceway installation is complete and supported.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 INSTALLATION

A. Route wire and cable to meet Project conditions.
B. Neatly train and lace wiring inside boxes, equipment, and panelboards.
C. Identify wire and cable under provisions of Section 26 05 53 “Identification for Electrical Systems.” Identify each conductor with circuit number or other designation indicated.
D. Special Techniques
    1. Building Wire in Raceway:
        a. Pull conductors into raceway at same time.
        b. Install building wire 4 AWG and larger with pulling equipment.
    2. Cable:
        a. Protect exposed cable from damage.
        b. Use suitable cable fittings and connectors.
    3. Wiring Connections:
        a. Clean conductor surfaces before installing lugs and connectors.
        b. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
        c. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
        d. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
        e. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
        f. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
E. Install crimp on fork terminals on stranded cable for device terminations. Do not place bare stranded conductors directly under screws.
F. Install terminal lugs on ends of 600-volt wires unless lugs are furnished on connected device, such as circuit breakers.
G. Size lugs in accordance with manufacturer's recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4 AWG and larger to copper bus bars.
H. For terminal lugs fastened together such as on motors, transformers, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2.5 times normal potential of circuit.

3.4 WIRE COLOR

A. General:
    1. For wire sizes 10 AWG and smaller, install wire colors in accordance with:
        a. Black and red for single phase circuits at 120/240 volts.

b. Black, red, and blue for circuits at 120/208 volts single or three phase.
c. Orange, brown, and yellow for circuits at 277/480 volts single or three phase.

2. For wire sizes 8 AWG and larger, identify wire with colored tape at terminals, splices, and boxes. Colors are as follows:
   a. Black and red for single phase circuits at 120/240 volts.
   b. Black, red, and blue for circuits at 120/208 volts single or three phase.
   c. Orange, brown, and yellow for circuits at 277/480 volts single or three phase.

B. Neutral Conductors: White. When two or more neutrals are in one conduit, individually identify each with proper circuit number.

C. Branch Circuit Conductors: Install three or four wire home runs with each phase uniquely color coded.

D. Feeder Circuit Conductors: Uniquely color code each phase.

E. Ground Conductors:
   1. For 6 AWG and smaller: Green.
   2. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

3.5 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.

B. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Rod electrodes.
   2. Active electrodes.
   3. Wire.
   4. Grounding well components.
   5. Mechanical connectors.
   6. Exothermic connections.

B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. IEEE 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
B. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.
C. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
D. NFPA 70 - National Electrical Code.

1.3 SYSTEM DESCRIPTION

A. Grounding systems use the following elements as grounding electrodes:
   1. Rod electrode.
   2. Plate electrode.

1.4 PERFORMANCE REQUIREMENTS

A. Grounding System Resistance: 25 ohms maximum.

1.5 SUBMITTALS

A. Product Data: Submit data on grounding electrodes and connections.
B. Test Reports: Indicate overall resistance to ground and resistance of each electrode.
C. Manufacturer's Installation Instructions: Submit for active electrodes.
D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of components and grounding electrodes.

1.7 QUALITY ASSURANCE

A. Provide grounding materials conforming to requirements of NEC, IEEE 142, and UL labeled.
B. Perform Work in accordance with Authority Having Jurisdiction (AHJ).
C. Maintain one copy of each document on site.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified herein with minimum three years' experience.
B. Installer: Company specializing in performing work herein.

1.9 PRE-INSTALLATION MEETINGS

A. Convene minimum one week prior to commencing work herein.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
C. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

1.11 COORDINATION

A. Complete grounding and bonding of building reinforcing steel prior concrete placement.

PART 2 - PRODUCTS

2.1 ROD ELECTRODES

A. Manufacturers:
   1. Harger Lightning and Grounding.
   2. nVent (ERICO).
   3. Substitutions: Must be submitted for review before purchase.
B. Product Description:
   1. Material: Copper-clad steel.
   2. Diameter: 3/4-inch.
   3. Length: 10 feet.
C. Connector: Connector for exothermic welded connection.

2.2 WIRE

A. Material: Stranded copper.
B. Foundation Electrodes: See Project Drawings.
C. Grounding Electrode Conductor: Copper conductor bare.
D. Bonding Conductor: Copper conductor insulated.

2.3 MECHANICAL CONNECTORS

A. Manufacturers:
   1. Harger Lightning and Grounding.
   2. nVent (ERICO)
   3. Burndy
   4. Substitutions: Must be submitted for review before purchase.
B. Description: Bronze connectors, suitable for grounding and bonding applications, in configurations required for particular installation.

2.4 EXOTHERMIC CONNECTIONS

A. Manufacturers:
   1. Harger Lightning and Grounding.
   2. nVent (ERICO)
   3. Burndy
   4. Substitutions: Must be submitted for review before purchase.
B. Product Description: Exothermic materials, accessories, and tools for preparing and making permanent field connections between grounding system components.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify final backfill and compaction has been completed before driving rod electrodes.

3.2 PREPARATION

A. Remove all paint, rust, mill oils, and surface contaminants at connection points.

3.3 INSTALLATION

A. Install in accordance with IEEE 142.
B. Install rod electrodes at locations as indicated on Drawings. Install additional rod electrodes to achieve specified resistance to ground.
C. Install grounding and bonding conductors concealed from view.
D. Install grounding well pipe with cover at each rod location. Install well pipe top flush with finished grade.
E. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
F. Permanently ground entire light and power system in accordance with NEC, including service equipment, distribution panels, lighting panelboards, switch and starter enclosures, motor frames, grounding type receptacles, and other exposed non-current carrying metal parts of electrical equipment.
G. Install branch circuits feeding isolated ground receptacles with separate insulated grounding conductor, connected only at isolated ground receptacle, ground terminals, and at ground bus of serving panel.
H. Permanently attach equipment and grounding conductors prior to energizing equipment.
I. Install Work in accordance with Authority Having Jurisdiction (AHJ).

3.4 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.
B. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.
C. Perform ground resistance testing in accordance with IEEE 142.
D. Perform leakage current tests in accordance with NFPA 99.
E. Perform continuity testing in accordance with IEEE 142.
F. When improper grounding is found on receptacles, check receptacles in entire Project and correct. Perform retest.

END OF SECTION

SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.
   2. Section 26 05 19 “Low-Voltage Electrical Power Conductors and Cables.”
   3. Section 26 05 26 “Grounding and Bonding for Electrical Systems.”
   4. Section 26 05 53 “Identification for Electrical Systems.”

1.2 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
B. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
C. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).
D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
E. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
F. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SYSTEM DESCRIPTION

A. Raceway and boxes located as indicated on Drawings and other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
B. Conduit identified on Project Drawings.

1.4 DESIGN REQUIREMENTS

A. Minimum Raceway Size: 3/4-inch unless otherwise specified.

1.5 SUBMITTALS

A. For Product data, submit for:
   1. Flexible metal conduit.
   2. Nonmetallic conduit.
   3. Conduit bodies.
   4. Pull and junction boxes.
   5. Handholes.
B. Manufacturer Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
B. Protect PVC conduit from sunlight.

1.7 COORDINATION

A. Coordinate installation of outlet boxes for equipment connected under Section 26 05 19 “Low-Voltage Electrical Power Conductors and Cables.”
B. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

PART 2 - PRODUCTS

2.1 METAL CONDUIT

A. Manufacturers:
   1. Appleton.
   2. Republic Conduit.
   3. Western Tube and Conduit.
   4. Substitutions: Must be submitted for review before purchase.
B. Rigid Steel Conduit: ANSI C80.1.
C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

2.2 PVC-COATED METAL CONDUIT

A. Manufacturers:
   1. ABB.
   2. Plasti-Bond.
   3. Substitutions: Must be submitted for review before purchase.
B. Product Description: NEMA RN 1; rigid-steel conduit with external PVC coating, 20 mil thick.
C. Fittings and Conduit Bodies: NEMA FB 1; steel fittings with external PVC coating to match conduit.

2.3 FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Appleton.
   2. Atkore International.
   3. Southwire Company.
   4. Substitutions: Must be submitted for review before purchase.
B. Product Description: Interlocked steel construction.
C. Fittings: NEMA FB 1.

2.4 NONMETALLIC CONDUIT

A. Manufacturers:
   1. ABB.
   2. Emerson.
   3. Substitutions: Must be submitted for review before purchase.
B. Product Description: NEMA TC 2; Schedule 40 PVC.
C. Fittings and Conduit Bodies: NEMA TC 3.

2.5 OUTLET BOXES

A. Manufacturers:
   1. Emerson Electric.
   2. Raco Taymac Bell.
   3. Carlon.
   4. Substitutions: Must be submitted for review before purchase.
B. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
   1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2-inch male fixture studs where required.
   2. Concrete Ceiling Boxes: Concrete type.
C. Nonmetallic Outlet Boxes: NEMA OS 2.
D. Cast Boxes: NEMA FB 1, Type FD, aluminum. Furnish gasketed cover by box manufacturer.

2.6 PULL AND JUNCTION BOXES

A. Manufacturers:
   1. Jensen.
   2. Oldcastle.
   3. Substitutions: Must be submitted for review before purchase.
B. Fiberglass Concrete Composite Handholes: Die-molded, glass-fiber concrete composite hand holes:
   1. Cable Entrance: Precut cable entrance at center bottom of each side. Size determined by number of conduits.
   2. Cover: Glass-fiber concrete composite, weatherproof cover with nonskid finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 INSTALLATION

A. Install Work in accordance with Authority Having Jurisdiction (AHJ) standards.

3.3 INSTALLATION - RACEWAY

A. All interior conduit installed in a concealed area (behind wall, above ceiling, etc.) shall be EMT.
B. All exposed and above-grade conduit shall be rigid galvanized steel (RMC).

C. All underground service entrance conduit shall be PVC-coated steel or concrete-encased schedule 40 PVC.
D. All conduit shall be routed perpendicular to building lines where exposed to view.
E. When transitioning from below grade to above grade, use PVC-coated rigid conduit ELLs. Any conduit located within 18 inches of surface when transitioning from below grade to above grade shall be PVC-coated rigid conduit.
F. When crossing obstructions/utilities, new conduit shall have a 12-inch minimum clearance unless otherwise indicated on Project Drawings or Specifications.
G. All conduit and cable routing are shown diagrammatically on Project Drawings. Determine final routing in the field to avoid any damage or interference with other systems, meet all NEC requirements, and manufacturer's recommended installation procedures.
H. Because of Electrical Drawings small scale, it is not possible to indicate all details of each conduit run. Investigate landscaping and finish conditions affecting work and arrange work accordingly. Providing items such as fittings, elbows, pull boxes, and accessories as required to meet Project conditions.
I. Conduit trenches with multiple conduits shall have a 2-inch spacing between conduits with spacers at 10-foot intervals.
J. Provide pull boxes at intervals that comply with Project Drawings, Specifications, and meet National Electric Code (NEC) requirements.
K. All spare or unused conduits installed under this Project shall have a pull string installed and each conduit end capped to stop entrance of moisture and debris.
L. Maintain clearance between raceway and piping for maintenance purposes.
M. Maintain 12-inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.
N. Cut conduit square using saw or pipe cutter; de-burr cut ends.
O. Bring conduit to shoulder of fittings; fasten securely.
P. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full, even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.
Q. Install no more than equivalent of three 90-degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Install factory elbows for bends in metal conduit larger than 2-inch size.
R. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.
S. Install fittings to accommodate expansion and deflection where raceway crosses and expansion joints.
T. Install suitable pull string or cord in each empty raceway except sleeves and nipples.
U. Install suitable caps to protect installed conduit against entrance of dirt and moisture.

3.4 ADJUSTING

A. Adjust flush-mounting outlets to make front flush with finished wall material.
B. Install knockout closures in unused openings in boxes.

3.5 CLEANING

A. Clean interior of boxes to remove dust, debris, and other material.
B. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates.
   2. Labels.
   3. Wire markers.
   4. Conduit markers.
   5. Stencils.
   6. Underground Warning Tape.
   7. Lockout Devices.

B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Product Data:
   1. Submit manufacturer's catalog literature for each product required.
   2. Submit electrical identification schedule including list of wording, symbols, letter size, color coding, tag number, location, and function.

B. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

1.3 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with Authority Having Jurisdiction (AHJ).

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years’ experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept identification products on site in original containers. Inspect for damage.

B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.

C. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Install labels and nameplates only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Manufacturers:
   1. Craftmark Pipe Marker.
   2. Kolbi Pipe Marker.
   3. Seton Identification Products.
   4. Substitutions: Must be submitted for review before purchase.
B. Product Description: Laminated three-layer plastic with engraved black letters on white contrasting background color.
C. Letter Size:
   1. 1/8-inch-high letters for identifying individual equipment and loads.
   2. 1/4-inch-high letters for identifying grouped equipment and loads.
D. Minimum nameplate thickness: 1/8-inch.

2.2 LABELS

A. Manufacturers:
   1. Brady ID.
   2. Seton Identification Products.
   3. Substitutions: Must be submitted for review before purchase.
B. Labels: Embossed adhesive tape, with 3/16-inch white letters on black background.

2.3 WIRE MARKERS

A. Manufacturers:
   1. Brady ID.
   2. Ideal Industries.
   3. Substitutions: Must be submitted for review before purchase.
B. Description: Tubing-type wire markers.
C. Legend:
   1. Power and Lighting Circuits: Branch circuit or feeder number as indicated on Drawings.
   2. Control Circuits: Control wire number as indicated on Drawings.

2.4 CONDUIT AND RACEWAY MARKERS

A. Manufacturers:
   1. Brady ID.
   2. Ideal Industries.
   3. Seton Identification Products.
   4. Substitutions: Must be submitted for review before purchase.
B. Description: Labels fastened with adhesive.
C. Color:
   1. Medium Voltage System: Black lettering on white background.
   2. 480 Volt System: Black lettering on white background.
   3. 208 Volt System: Black lettering on white background.
D. Legend:
   1. Medium Voltage System: HIGH VOLTAGE.
   2. 480 Volt System: 480 VOLTS.
   3. 208 Volt System: 208 VOLTS.

2.5 STENCILS

A. Manufacturers:
   1. Kolbi Pipe Marker.
   2. Seton Identification Products.
   3. Substitutions: Must be submitted for review before purchase.
B. Stencils: With clean cut symbols and letters of following size:
   1. Up to 2 inches Outside Diameter of Raceway: 1/2-inch-high letters.
   2. 2.5 to 6 inches Outside Diameter of Raceway: 1-inch-high letters.
C. Stencil Paint: Semi-gloss enamel, black lettering on white background.

2.6 UNDERGROUND WARNING TAPE

A. Manufacturers:
   1. Brady ID.
   2. Kolbi Pipe Marker.
   3. Seton Identification Products.
   4. Substitutions: Must be submitted for review before purchase.
B. Description: 4-inch-wide plastic tape, detectable type, colored red, with suitable warning legend describing buried electrical lines.

2.7 LOCKOUT DEVICES

A. Lockout Hasps:
   1. Manufacturers:
      a. Brady ID.
      b. Master Lock Co.
      c. Substitutions: Must be submitted for review before purchase.
   2. Anodized aluminum hasp with erasable label surface; size minimum 7-1/4 by 3 inches.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

A. Install identifying devices after completion of painting.
B. Nameplate Installation:
   1. Install nameplate parallel to equipment lines.
   2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
   3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
   4. Secure nameplate to equipment front using screws.
   5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.

6. Install nameplates for:
    a. Switchboards.
    b. Panelboards.
    c. Transformers.
    d. Service Disconnects.

C. Label Installation:
1. Install label parallel to equipment lines.
2. Install label for identification of individual control device stations,.
3. Install labels for permanent adhesion and seal with clear lacquer.

D. Wire Marker Installation:
1. Install wire marker for each conductor at each load connection.
2. Mark data cabling at each end. Install additional marking at accessible locations along the cable run.
3. Install labels at data outlets identifying patch panel and port designation as indicated on Drawings.

E. Conduit Marker Installation:
1. Install conduit marker for each conduit longer than 6 feet.
2. Conduit Marker Spacing: 20 feet on center.
3. Raceway Painting: Identify conduit using field painting
    a. Paint colored band on each conduit longer than 6 feet.
    b. Paint bands 20 feet on center.
    c. Color:
        1) 480 Volt System: Blue.
        2) 208 Volt System: Yellow.

F. Apply stencil to items identified on Project Drawings.

G. Install underground warning tape along length of each underground conduit, raceway, or cable 6 to 8 inches below finished grade, directly above buried conduit, raceway, or cable.

END OF SECTION

SECTION 26 56 00 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes exterior luminaries, poles, and accessories.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.
   2. Section 26 05 00 “Basic Electrical Methods.”
   3. Section 26 05 26 “Grounding and Bonding for Electrical Systems.”

1.2 REFERENCES

A. ANSI C82.1 - American National Standard for Lamp Ballast-Line Frequency Fluorescent Lamp Ballast.
B. ANSI C82.4 - American National Standard for Ballasts-for High-Intensity-Discharge and Low-Pressure Sodium Lamps (Multiple-Supply Type).
C. ANSI O5.1 - Wood Poles, Specifications and Dimensions.

1.3 SUBMITTALS

A. Refer to Section 26 05 00 “Basic Electrical Methods.”
B. Shop Drawings: Indicate dimensions and components for each luminaire not standard Product of manufacturer.
C. Product Data: Submit dimensions, ratings, and performance data.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified herein with minimum 3 years’ experience.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Refer to manufacturer information for product storage and handling.
B. Store and handle solid wood poles in accordance with ANSI O5.1.

1.6 COORDINATION

A. Furnish bolt templates and pole mounting accessories to installer of pole foundations.

PART 2 - PRODUCTS

2.1 LUMINAIRES

A. Product Description: Complete exterior luminaire assemblies, with features, options, and accessories as scheduled.

2.2 LED LIGHTS

A. Substitutions: Must be submitted for review before purchase.
B. Product Description: Light fixtures as described in the Project equipment list with 120V LED bulbs, suitable for mounting on round pole.

2.3 METAL POLES

A. Manufacturers:
   1. Hapco.
   2. Millerbernd Manufacturing.
   3. RAB Lighting.
   4. Substitutions: Must be submitted for review before purchase.
B. Material and Finish: Concrete with exposed aggregate finish.
C. Section Shape and Dimensions: Round tapered.
D. Height: Refer to Project Drawings.
E. Base: Nonbreakaway.
   1. Handhole.
   2. Anchor bolts.
F. Loading Capacity Ratings:
   1. Luminaire Weight: 20 pounds.
   2. Steady Wind: 60 miles per hour, minimum.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify foundations are ready to receive fixtures.

3.2 INSTALLATION

A. Install concrete bases for lighting poles at locations as indicated on Drawings.
B. Install poles plumb. Install double nuts to adjust plumb. Grout around each base.
C. Install lamps in each luminaire.
D. Bond and ground luminaries, metal accessories, and metal poles in accordance with Section 26 05 26 “Grounding and Bonding for Electrical Systems.” Install supplementary grounding electrode at each pole.

3.3 FIELD QUALITY CONTROL

A. After luminaries, accessories, and wiring are installed, verify pole is standing at 90 degrees vertical.
B. Operate each luminaire after installation and connection. Inspect for improper connections and operation.
C. Measure illumination levels.
D. Take measurements during night sky, without moon or with heavy overcast clouds effectively obscuring moon.

3.4 ADJUSTING

A. Aim and adjust luminaries to provide illumination levels and distribution.

3.5 CLEANING

A. Clean photometric control surfaces as recommended by manufacturer.
B. Clean finishes and touch up damage.

3.6 PROTECTION OF FINISHED WORK

A. Relamp luminaries having failed lamps at Substantial Completion.

END OF SECTION

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes preparing subgrades for site areas outside building influence. Section includes work under walks, pavements, and turf and grasses.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.
B. Base Course: Aggregate layer placed between subbase course and hot-mix asphalt paving.
C. Bedding Course: Aggregate layer placed over excavated subgrade in trench before laying pipe.
D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
F. Fill: Soil materials used to raise existing grades.
G. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cubic yard or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D1586.
H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
K. Utilities: On-site underground pipes, conduits, ducts, and cables.

1.3 SUBMITTALS

A. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
   1. Classification according to ASTM D2487.
   2. Laboratory compaction curve according to ASTM D557.

1.4 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Utility Locator Service: Notify utility locator service(s) as required for area where Project is located before beginning earth moving operations.

C. Do not commence earth-moving operations until temporary erosion- and sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Borrow Soil for Site Material: General site fill material used should be on-site material, or a select non-expansive material meeting the following general requirements. The material shall be free of debris, waste, frozen materials, vegetation, and other deleterious matter:

Maximum Aggregate Size:	3.0 inches.
Percent Retained on No. 4 Sieve:	25-50.
Percent Retained on No. 40 Sieve:	50-85.
Plasticity Index:	15 maximum.

   1. Contractor shall provide testing off off-site borrow material for conformance with noted gradation and P.I.

C. Unsatisfactory Soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

2.2 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
   1. Red: Electric.
   2. Yellow: Gas, oil, steam, and dangerous materials.
   3. Orange: Phone and other communications.
   4. Blue: Water systems.
   5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

A. Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in Contract Sum or Time will be authorized for rock excavation or removal of obstructions.
    1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
    2. Remove rock to lines and grades indicated to permit installation of permanent construction.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 SUBGRADE INSPECTION

A. Notify Engineer when excavations have reached required subgrade.
B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
C. Proof-roll subgrade below pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
    1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
    2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.7 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing:
   1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
   2. Surveying locations of underground utilities for Record Documents.
   3. Testing and inspecting underground utilities.
   4. Removing concrete formwork.
   5. Removing trash and debris.
   6. Removing temporary shoring and bracing, and sheeting.
   7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
B. Place and compact fill material in layers to required elevations as follows:
   1. Under pavement and walks use select non-expansive fill material.
   2. Under grass and planted areas, use satisfactory topsoil material.
C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
C. Compact soil materials to not less than the following percentages of maximum dry density:
   1. Under structures and building slabs, see specs prepared by others.

2. Under pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent ASTM D1557.
3. Under sidewalks/similar slabs, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 90 percent of ASTM D1557.
4. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent of ASTM D1557.

3.12 GRADING

A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
   1. Turf or Unpaved Areas: ±1 inch.
   2. Walks: ±1 inch.
   3. Pavements: ±1/2-inch.

3.13 SUBBASE AND BASE COURSES UNDER PAVEMENTS

A. See other specification sections.

3.14 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
C. Testing agency will test compaction of soils in place according to ASTM D1556, D2167, D2922, and D2937, as applicable. Tests will be performed at paved areas as follows:
   1. At subgrade and each compacted fill and backfill layer;
   2. at least one test for every 10,000 square feet of paved area, but in no case fewer than three tests.
D. When testing agency report subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.15 PROTECTION

A. Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash/debris.
B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose off Owner property.

PART 4 - PAYMENT

4.1 SUBGRADE PREPARATION

A. Subgrade preparation and compaction shall be paid for as an incidental part of other Project items and no direct payment will be given.

END OF SECTION

SECTION 31 23 33 - TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating trenches for new Project T-beams and L-beams.
   2. Backfilling.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.
   2. Section 31 20 00 “Earth Moving.”

1.2 DEFINITIONS

A. Utility: Any buried pipe, duct, conduit, or cable.

1.3 FIELD MEASUREMENTS

A. Verify survey benchmark, control point, and intended elevations for Work are as shown on Drawings.

1.4 COORDINATION

A. Verify work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Pipe bedding and encasement (to 6 inches above pipe) shall be per City of Midland detail in plans.
B. Trench back fill in public rights-of-way shall be per requirements of local municipality. Refer to City of Midland details contained in Plans. Trench backfill on private property may be rock crusher fines or the most granular material from excavated trench spoils. Only material passing through the 2-inch screen size, and free of organic material shall be used.
C. Trench backfill within building areas shall be as specified by other disciplines.

PART 3 - EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, and datum locations.
B. Protect plant life, lawns, and other features remaining as a portion of final landscaping.
C. Protect benchmarks, fences, paving, and curbs from excavating equipment and vehicular traffic.
D. Maintain and protect above and below grade utilities to remain.
E. Cut out soft areas of subgrade not capable of compaction in place. Backfill and compact to density equal to or greater than requirements for subsequent backfill material.

3.2 EXCAVATING

A. Excavate subsoil required for utilities.
B. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
C. Do not interfere with 45-degree bearing splay of foundations.
D. Hand trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
E. Remove lumped subsoil, boulders, and rock.
F. Correct areas over excavated in accordance with Article 3.1.E.
G. Excavate trenches to indicated gradients, lines, depths, and elevations.
H. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
I. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

3.3 BACKFILLING

A. Backfill trenches with Project concrete.
B. Employ a placement method that does not disturb or damage existing or planned facilities.
C. Place backfill on subgrades free of mud, frost, snow, or ice.
D. Provide continuous support for conduits during concrete pour.

3.4 TOLERANCES

A. Top Surface of Backfilling Under Paved Areas: ±1/2-inch from required elevations.
B. Top Surface of General Backfilling: ±1 inch from required elevations.

3.5 FIELD QUALITY CONTROL

A. Concrete testing will be performed at Engineer discretion.

3.6 PROTECTION OF FINISHED WORK

A. Protect finished Work.
B. Reshape and recompact fills subjected to vehicular traffic during construction.

PART 4 - PAYMENT

4.1 TRENCHING

1. Trenching shall be paid as an incidental part of other Project items and no direct payment will be given.

END OF SECTION

SECTION 32 13 13 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes driveways, roadways, and parking lots.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Shop Drawings: Four sets of Reinforcing Fabrication Shop Drawings shall be furnished to Engineer and shall receive approval before any reinforcing steel is fabricated.
C. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
D. Qualification Data: For qualified Installer of detectable warnings, and ready-mix concrete manufacturer.
E. Manufacturer Material Certificates for:
   1. Cementitious materials.
   2. Steel reinforcement and reinforcement accessories.
   3. Admixtures.
   4. Curing compounds.
   5. Applied finish materials.
   6. Bonding agent or epoxy adhesive.
   7. Joint fillers.
F. Material Test Reports for aggregates.
G. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
B. ACI Publications: Comply with ACI 301 unless otherwise indicated.

1.5 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
B. Construction: All exposed edges on all structures shall be chamfered 3/4-inch unless otherwise noted on plans.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces nor impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Reinforcement shall be excluded from pavements in City right of way.

B. On non-right-of-way areas, reinforcing bars shall be deformed and conform to ASTM A615 Grade 60.

C. Reinforcing Bars: ASTM A615/A615M, Grade 60; deformed.

D. Plain-Steel Wire: ASTM A82/A82M, as drawn.

E. Joint Dowel Bars: ASTM A615/A615M, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.

F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified.

2.3 CONCRETE MATERIALS

A. Cementitious Material. Use the following cementitious materials, same type, brand, and source throughout Project:
   1. Portland Cement: ASTM C150, gray Portland cement Type I/II.
   2. IP (Fly Ash).

B. Normal-Weight Aggregates: ASTM C33, uniformly graded. Provide aggregates from a single source. Coarse aggregate required to meet specified soundness and percentage of wear shall not be more than 45 at 500 revolutions as determined by AASHTO.
   1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
   2. Soundness Loss: 18.
   3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: Potable and complying with ASTM C94/C94M.

D. Air-Entraining Admixture: ASTM C260.

E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and contain no more than 0.1 percent water-soluble chloride ions by mass of cementitious material. All admixtures require Engineer approval for use.
   1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
   2. Retarding Admixture: ASTM C494/C494M, Type B.
   3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
   4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
   5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.
   6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. or cotton mats.
B. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
C. Water: Potable.
D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B, dissipating.
    1. Products: Subject to compliance with requirements, equal to MB-429 manufactured by Master Builders, Inc.

2.5 RELATED MATERIALS

A. Joint Fillers: ASTM D1751 in preformed strips.
B. Joint Sealants for concrete pavement shall be suitable for horizontal traffic joints exposed to fuel or gas spillage and a chemically curing urethane polyurethane or polysulfide polymer-based elastomeric sealant complying with ASTM C920, Type M, Grade P, Class 5, or Type S, Grade P, Class 25.
C. Joint Backing: ASNI/ASTM D1056, round, closed cell polyethylene foam rod, oversized 30 to 50 percent larger than joint width.

2.6 WHEEL STOPS

A. If wheel stops are included in Project, precast, air-entrained concrete, 4,500 psi 28-day strength minimum compressive strength, 4.5 inches high by 9 inches wide by 72 inches long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
    1. Dowels: Galvanized steel, 1/2-inch in diameter, 10-inch minimum length.

2.7 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by laboratory trial mixtures or field experience.
    1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
    2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
B. Proportion mixtures to provide normal-weight concrete with the following properties:
    1. Compressive Strength (28 Days): 3,600 psi.
    2. Minimum 5.0 sacks of cement per cubic yard.
    3. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.50.
    4. Slump Limit: 1.5-inch if slip-formed (3 inches max). 4 inches if formed (6.5 inches max).
C. Add air-entraining admixture at manufacturer-prescribed rate to result in normal-weight concrete at point of placement having an air content as 5 percent ±1.5 percent.

D. Chemical Admixtures: Use admixtures according to manufacturer-written instructions.
   1. Use water-reducing admixture in concrete as required for placement and workability with Engineer approval.
   2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions with Engineer approval.

E. Cementitious Materials: Limit percentage by weight of cementitious materials other than Portland cement according to ACI 301 requirements as follows:
   1. Fly Ash or Pozzolan: 25 percent. Engineer approval necessary to use Fly Ash.

F. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer-recommended rate, but not less than 1.5 lb/cu. yd. Fiber is specified for Project.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M. Furnish batch certificates for each batch discharged and used in the Work.
   1. When air temperature is 75 to 90 degrees F, reduce mixing and delivery time from 90 to 60 minutes.
   2. When air temperature is above 90 degrees F, reduce mixing and delivery time to 45 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer. Site mixing for batches larger than 1 cubic yard requires Engineer approval.
   1. For concrete batches of 1 cubic yard or smaller, continue mixing at least 1 but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
   2. For concrete batches larger than 1 cubic yard, increase mixing time by 15 seconds for each additional cubic yard.
   3. Provide batch ticket for each batch discharged and used in Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work so forms can remain in place at least 24 hours after concrete placement.
B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for minimum 2-inch overlap of adjacent mats.

3.5 JOINTS

A. Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
B. Construction Joints: Set construction joints at side and end terminations of paving and where paving operations are stopped more than 0.5 hour unless paving terminates at isolation joints.
    1. Omit steel reinforcement from construction joints unless otherwise indicated.
    2. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
    1. Locate expansion joints as shown on plans.
    2. Extend joint fillers full width and depth of joint.
    3. Terminate joint filler not less than 1/4 inch below finished surface if joint sealant indicated.
    4. Place top of joint filler flush with finished concrete surface if joint sealant not indicated.
    5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
    6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete is placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth concrete thickness.
   1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes.
   2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
   3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until at required finish elevation and alignment.

D. Comply with ACI 304 requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
   1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

H. Screed paving surface with a straightedge and strike off.

I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

J. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

K. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and:
   1. When air temperature falls to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 nor more than 80 degrees F at point of placement.
   2. Do not use frozen materials or materials containing ice or snow.
   3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

L. Hot-Weather Placement. Comply with ACI 301 and as follows when hot-weather conditions exist:
   1. Cool ingredients before mixing to maintain concrete temperature below 100 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature if water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor option.
   2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
   3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

M. Concrete Batching Time shall not exceed Table 14, Item 421 of TxDOT Specification 2014 to avoid placing concrete on site for long periods.

N. Ensure concrete free falls no more than 5 feet except in cases of thin walls (culverts, etc.).

3.7 FLOAT FINISHING

A. Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation (see Article 3.6 I for initial float) when bleed-water sheen disappears, and concrete surface stiffens sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
   1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture; or
   2. Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/8-inch deep with a stiff-bristled broom, transverse to largest dimension.

3.8 CONCRETE PROTECTION AND CURING

A. Protect freshly placed concrete from premature drying and excessive cold/hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer-written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

D. Begin curing after finishing concrete but not before free water disappears from concrete surface.

E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these as follows:
   1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
      a. Water.
      b. Continuous water-fog spray.
      c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
   2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
   3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.9 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:
   1. Elevation: 3/4-inch; however, all pavements shall be graded to drain. Repair depressions resulting in standing water over 1/8-inch deep.
   2. Thickness: +1/4-inch, -1/4-inch.
   3. Surface: Gap below 10-foot long, unleveled straightedge not to exceed 1/4-inch.

3.10 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement until Engineer verifies.
B. Allow concrete paving to cure minimum 28 days and be dry before marking pavement.
C. Sweep and clean surface to eliminate loose material and dust.
D. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer-recommended rates to provide minimum wet film thickness of 15 mils.

3.11 WHEEL STOPS

A. Securely attach wheel stops to paving with not less than two galvanized-steel dowels located at one-quarter-to-one-third points. Install dowels in drilled holes in paving and bond dowels to wheel stop. Recess head of dowel beneath top of wheel stop.

3.12 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Services: Perform testing composite samples of fresh concrete obtained per ASTM C172 per the following requirements:
   1. Testing Frequency: Obtain at least one set of three samples for each 250 cubic yards or fraction thereof of each concrete mixture placed each day. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or each batch if fewer than five are used.
   2. Slump: ASTM C143/C143M; perform two slump tests on randomly selected batches for every 250 cubic yards or fraction thereof of concrete placed each day. Perform additional tests when concrete consistency appears to change.
   3. Air Content: ASTM C231, pressure method; two tests for each 250 cubic yards placed, but not less than two tests for each day's pour of each concrete mixture.
   4. Concrete Temperature: ASTM C1064/C1064M; one test hourly when air temperature is 40 degrees F and below and 80 degrees F and above, and one test for each composite sample.
   5. Compression Test Specimens: ASTM C31/C31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
   6. Compressive-Strength Tests: ASTM C39/C39M; test one specimen at seven days and two specimens at 28 days. A compressive-strength test shall be average compressive strength from two specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mixture will be satisfactory if average of any three, consecutive compressive-strength tests equals or exceeds specified compressive.

D. Report test results in writing to Engineer and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for seven- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but not used as sole basis for approval/rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate slump, air entrainment, compressive strengths, or other requirements are not met, as directed by Engineer. Contractor bears cost for additional testing.

G. Concrete paving considered defective if it does not pass tests and inspections.

H. Perform additional testing and inspecting, at Contractor expense, to determine compliance of replaced or additional work with specified requirements.

I. Prepare test and inspection reports.

3.13 REPAIRS AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or does not comply with requirements herein. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.

B. Drill test cores where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with Portland cement concrete bonded to paving with epoxy adhesive.

C. Protect concrete paving from damage. Exclude traffic from paving at least 14 days after placement. When construction traffic permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur. Construction traffic is permitted after 48 hours and a strength test of 2,800 psi is obtained.

D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

SECTION 32 13 14 - STRUCTURAL PORTLAND CEMENT CONCRETE FOR SITE WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes materials and construction methods for formed concrete structures. Any precast products utilized in project shall be manufactured to meet or exceed these specifications.
B. Related Requirements:
C. Owner-Required front-end Specification Sections apply to Work of this Section.

1.2 CONCRETE MATERIALS TESTS

A. Preconstruction Tests: Submit proposed concrete mix design to Engineer for approval before placing any concrete. A laboratory design specific to this project is not required if requirements herein are met by submitted design. Engineer will require strength records of test cylinders from other projects using proposed mix design. Costs of all preconstruction tests shall be borne by Contractor. Furnish additional test certificates on aggregates if requested by Engineer.
B. Construction Tests: Test cylinders will be made per the Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field (ASTM C31). Cure specimens under standard moisture and temperature conditions per ASTM C31 requirements of. Strength tests shall be made, in general, for each day's run or each 50 cubic yards of concrete if a day's run greatly exceeds amount, but these tests may be made entirely at Engineer discretion. Contractor shall cooperate in securing and storing samples and furnish all materials required for sampling.

1.3 STRENGTH REQUIREMENTS

A. Concrete mixes shall be designed to secure a dense, low-absorption concrete having a compressive strength not less than 3,600 pounds per square inch at 28 days, as determined by making and breaking standard 6- by l2-inch cylinders per ASTM C31 and C39 provisions.
B. Concrete mix shall have no less than 470 pounds of cement per cubic yard concrete mix. Percentage of cementitious materials other than Portland cement shall be limited to 20 percent by weight. Acceptance tests shall be determined at the 28-day mark. Methods such as ACI 301 coring shall be considered only at Engineer discretion.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: Portland cement shall conform to the latest revision of ASTM C150, Type II, and an approved brand. An allowable alternate cement to ASTM C150, Type II, will be American Petroleum Institute (API) Type C cement of an approved brand. Only one brand of cement permitted.
B. Fine aggregate shall comply with ASTM C33 requirements. Fine aggregate will be required to meet specified soundness test.

C. Coarse aggregate shall comply with ASTM C33 requirements. Gradation shall not be coarser than Size Number 467 (1-1/2 inches to No.4). Coarse aggregate must meet specified soundness and percentage of wear is not more than 45 at 500 revolutions as determined by AASHTO Designation T96.

D. Water shall be clear and free from injurious amounts of oil, alkali, organic matter, or other deleterious substances.

E. Admixtures:

1. Supply concrete, with Engineer approval, with the following admixtures:
    a. Air Entrainment: ASTM C260 equal to Siko-Air by Corporation.
    b. Water Reducing Admixture: ASTM C494, Type A equal to Pozzolith 344-N by Master Builders. Water-reducing admixture is optional.
    c. High-Range Water-Reducing Admixture: ASTM C494, Type F or G equal to Pozzolith 440-N by Master Builders. High-range, water-reducing admixture is optional.
2. Use admixtures in strict compliance with manufacturer instruction. Do not use admixtures which contain calcium chloride.

PART 3 - EXECUTION

3.1 REINFORCING

A. Bar Reinforcing

1. Except where plain bars are specifically shown on plans, all bar reinforcing shall be deformed bars. Deformed bar reinforcing shall conform to requirements of ASTM A615, Grade 60.
2. Immediately remove any deformed bars delivered to site of work not marked per requirements of ASTM A615 shall from site.

B. Storing Reinforcement: Protect reinforcement stored at site from accumulation of grease, mud, or other foreign matter and from rust producing conditions. Bars shall be free from loose flaky rust, scale, oil, mud, or structural defects where incorporated in structure.

C. Fabrication and Placing

1. Reinforcement shall be accurately fabricated to required dimensions and shapes per the ACI Manual of Standard Practice unless variations are specifically shown on plans. Furnish Engineer four sets of fabrication shop drawings for his approval before fabricating any reinforcing steel. Review shop drawings before submission to Engineer.
2. Accurately place and adequately support reinforcement by concrete, metal, or other approved chairs, spacers, or ties and secure against displacement.
3. Concrete cover for reinforcing shall be per requirements of ACI Building Code (ACI 318-05) or as noted on Drawings.
4. Splice as shown on plans by lapping bars required amount and securely wiring together. Where details of splices not shown or unanticipated splices required, make in a location approved by Engineer and length of lap as required by ACI Building Code (ACI 318-05).

3.2 PROPORTIONS

A. General:

1. Materials in concrete shall be proportioned so a workable mix, which will readily fill all form angles and properly embed reinforcement without excessive manipulation,

segregation, or water gain, will result. Obtain high-density and low-water absorption with mixes proposed and harsh mixes or those where required finishes cannot be obtained will not be approved. Provide concrete with air entrainment of 4 percent, ±1 percent. Make adjustments in approved mixes during construction to compensate for variations in aggregates or when field tests indicate adjustments are required. Make changes in approved mixes required to bring concrete into conformity with specifications without additional compensation.

2. Measurements:
    a. Bulk cement shall be measured by weight to within 1 percent of required amounts. Cement in standard sacks will be considered as weighing 94 pounds and not need weighed. Measure water by weight or volume to within l-1/2 percent of required amount.
    b. Measure aggregates by weight on a scale separate from that used for weighing cement. Individual aggregates, as weighed, shall be within 2 percent of required amount and total weight of combined aggregates within 1 percent of required weight.
    c. Measure water by volume or by weight. Device for measuring water shall be readily adjusted and, under all operating conditions, have an accuracy within 1 percent of required amount. Device shall be arranged so measurements will not be affected by variable pressures in water supply line.
    d. Complete plant assembly shall meet Engineer approval and facilities provided for ready adjustment of aggregate weights for varying moisture content, accurate proportioning of water to cement, accurate control of all materials including positive shutoff where delivery to mixer is from bins, prompt removal of excess materials in hoppers, easy checking of weights of each separate aggregate, delivery of hopper of cement without waste, and checking accuracy of measuring devices.

B. Proportions: Actual quantities of materials used in each batch shall be per approved mix design for class and slump of concrete produced. Consider amount of moisture in aggregates in determining amount of water to add to each batch. Total content of any batch shall not exceed that of approved mix design. Furnish adequate means for determining and controlling amount of water in aggregate.

C. Control: Engineer shall always have free access to plant and Contractor shall furnish materials for samples of all tests required to determine conformity with specifications. Promptly make changes in mix when such tests indicate changes are required or quality of concrete produced fails to meet requirements.

3.3 SLUMP

A. Slump tests shall be made by testing company. Number/frequency of such tests shall be entirely at Engineer discretion. If slump content falls outside specified limits, immediately make a check test on another portion of same sample. In the event of a second failure, concrete shall be considered as not meeting requirements of these Specifications.

B. Slump of all concrete shall be 3 to 5 inches (8-inch max after admixtures) with conditions of placement governing exact slump used. In all cases, Engineer shall specify slump used.
    1. When a 3-inch slump is specified, allowable tolerance shall be 1/2-inch.
    2. When specified slump is greater than 3 inches, allowable tolerance shall be 1 inch.

3.4 MIXING AND PLACING

A. Mixing Equipment:
   1. Mixers may be stationary or truck mixers. Agitators may be truck mixers or agitators. Each mixer and agitator shall have prominently attached a plainly-marked metal plate(s) for various uses equipment is designed, capacity of drum/container in terms of volume of mixed concrete, and speed of rotation of mixing drum, blades, or paddles. Stationary mixers shall be equipped with an acceptable timing device that will not permit batch to discharge until specified mixing time elapses. Truck mixers shall be equipped to readily verify number of revolutions of drum blades or paddles.
   2. When loaded to capacity, mixer shall combine ingredients of concrete within specified time into a thoroughly mixed and uniform mass, and discharging concrete with a satisfactory degree of uniformity. Do not use mixer or agitator if results of slump tests of individual samples taken at approximately one- and three-quarter points of load differ by more than 2 inches. Frequently inspect mixers and agitators for changes in condition due to accumulations of hardened concrete/mortar or due to blade wear. When any such change of condition is found, repeat slump tests.
   3. Truck mixers shall have adequate water supply and metering devices. Do not add water to concrete after initial mixing water without Engineer permission.

B. Mixing and Delivery:
   1. When a stationary mixer is used for entire mixing of concrete, mixing time for one cubic yard of concrete shall be one minute with an increased mixing time of 15 seconds for each additional cubic yard or portion thereof.
   2. When a stationary mixer is used for partial mixing, mixing time shall be minimum 30 seconds. Mixing shall be completed by truck mixer at mixing speed.
   3. Mixing time shall be measured from time all cement and aggregates are in drum. Batch shall be so charged into mixer that some water will enter in advance of cement and aggregate, and all water shall be in drum by end of first fourth of specified mixing time.
   4. Mixing speed shall begin immediately after all ingredients are in mixer. For complete mixing in truck, each batch shall be mixed not less than 70 nor more than 100 drum revolutions. For partial mixing in truck, each batch shall be mixed no less than 50 nor more than 100 drum revolutions. Mixing speed shall be as designated by manufacturer. All revolutions after prescribed mixing time shall be at agitating speed. Agitating speed shall be no less than one nor more than four revolutions per minute. Drum shall be kept in continuous motion from time mixing starts until discharge is completed.
   5. Maximum time interval between introduction of water to cement and aggregates, or introduction of cement to aggregates, and placing concrete in forms shall not exceed:

Air or Concrete Temperature (whichever is higher)	Maximum Time
90° F or above	45 Minutes
75 to 89° F	60 Minutes
35 to 74° F	90 Minutes

   6. Concrete shall not be placed when ambient temperature is less than 40 degrees F and falling but may be placed when ambient temperature is not less than 35 degrees F if temperature is rising. Temperature of concrete at time of placement in forms shall be not less than 50 nor more than 90 degrees F.

C. Transporting: Concrete shall be handled from mixer to place of final deposit to prevent segregation and when practicable, deposited in final position without rehandling or flowing. Maintain all equipment used in transporting concrete in clean condition. Concrete shall not be delivered from joists by spout or trough, nor dumped into carts with a free fall more than 4 feet. Take every precaution to prevent separation or loss of ingredients while transporting concrete. Pump and convey concrete only after approval by Engineer and with equipment to insure a continuous flow without segregation.

D. Placing:

1. Do not place concrete until all reinforcement is securely and properly fastened in correct position. Check and retighten form ties where necessary. Engineer shall inspect and approve forms and reinforcement before placing concrete. All embedded items shall be in place and anchored while forms and reinforcement are cleaned, and cleanout openings closed before such inspection. Engineer representative will be on the job during concrete placement and concrete not placed unless Engineer or representative is present.
2. Place concrete to prevent segregation, thoroughly embed all reinforcement and fixtures, fill all angles in forms, and prevent formation of aggregate pockets or honeycomb. Place in walls, columns, or other deep forms through openings in forms, spaced at frequent intervals, or through tremies so free fall shall not exceed 6 feet. Space points of depositing concrete so concrete surfaces can be kept level without flowing it into place.
3. Place concrete with aid of approved mechanical vibrating equipment. Apply vibration directly to concrete of sufficient intensity and duration to cause flow or settlement of concrete, thorough compaction, and complete embedment of reinforcement and fixtures. Supplemental forking and spading by hand may be required to secure dense uniform surfaces and complete filling of corners and angles. Excessive spading or vibrating causing undue water gain or segregation is not permitted. If moderate working causes excessive water gain, adjust mixture. Remove excess water when it appears and do not deposit concrete in such accumulations of water. Use a grill tamp on slabs. Completed sections shall conform to details on plans and concrete shall be dense, uniform, and free of aggregate pockets or honeycomb.

3.5 FORMS

A. Material: Forms for all concrete work shall be of wood or approved metal forms. Wood sheeting, forming surfaces exposed to sight or weather shall be plywood or plywood lines of a quality to produce smooth even surfaces. Whatever material is used shall produce a surface, free from excessive form marks and meet Engineer approval before use. Use same type of form for all exposed portions of work unless specifically approved by Engineer.

B. Construction: Forms shall be constructed true to lines, grades, and sections shown on plans and shall be mortar-tight and sufficiently rigid to prevent displacement or sagging between supports. Chamfer all exposed edges on all structures, included edges at all joints 3/4-inch unless otherwise noted on plans. Forms shall be set plumb, true, and rigidly braced to maintain in correct position and alignment.

C. Wetting and Oiling: Coat inside surface of forms with a non-staining mineral oil or other approved coating then clean and oil after each use. Recoat forms that dried out between uses just before placing concrete. Wipe excess oil/grease from form surface. If forms dried out so joints have opened, thoroughly soak with water before placing concrete.

D. Removing Forms:
   1. Remove forms only upon approval by Engineer. In general, removal of forms will be permitted after 14 days or concrete has attained design strength and if removal of forms and ties will not damage concrete.
   2. Contractor is responsible, in all form removal, to prevent structural damage or marring of concrete surfaces.

3.6 PATCHING

A. Remove and replace concrete work obviously out of horizontal or vertical alignment or shows serious surface defects at Contractor expense. Patching minor defects is permitted if patching removes defect. Immediately after removing forms, inspect concrete for defects. Patch all form tie holes and defects permitted to be patched before concrete is thoroughly dry. Chip away defective areas to depth not less than 1 inch with edges perpendicular to surface. Wet this and surrounding area to prevent absorption of water from patching mortar. Patching mortar shall be same materials and proportions as used for concrete except coarse aggregate shall be omitted and amount of water used as little as is consistent for proper handling and placing. Retemper mortar without addition of water by allowing to stand one hour and mixing to prevent setting. Thoroughly compact mortar into place, screed off slightly higher than surrounding surface, and leave undisturbed for one to two hours. Final finishing shall conform to finish of surrounding areas.
B. Patch form tie holes with same mortar, holes filled, and mortar tightly packed into hole. Fill holes passing entirely through concrete by forcing mortar through from one side to the other. Strike off mortar flush with burlap or canvas and finally finish patch to conform to surrounding surface.

3.7 FINISHING

A. Exposed Formed Surfaces:
   1. All exposed concrete surfaces shall be true, smooth, free from open or rough spaces, depressions, or projections. Bring concrete flush in horizontal plane surfaces with finished cop surface at proper elevation and strike off with straightedge and float. Mortar finishing not permitted, nor shall dry cement or sand-cement mortar be spread over concrete during finishing of horizontal plane surfaces.
   2. Surface finish of exposed concrete, (including wingwalls), vertical edges of sidewalks, and end of culvert walls, shall be a rubbed finish. Interior walls of culvert barrels are not included as exposed concrete. Use a carborundum stone to finish surface. When approved, finish with a rubbing machine.
B. Unexposed Formed Surfaces: All surfaces not normally exposed to view shall require no finishing other than filling tie rod holes, removing fins and rough edges, and patching or removing any defects.
C. Slab Finishing: After screeding, consolidating, and leveling concrete slabs, do not work surfaces until ready for floating. Floating shall begin when surface water disappears. Final troweling shall begin when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance. Immediately after trowel finish, slightly roughen concrete surface by brooming with a fiber bristle broom.

3.8 CURING AND PROTECTING

A. Curing:
   1. Curing period for all concrete begins immediately after placing/finishing operations are complete. Delay in initiation of curing measures is not tolerated. Protect all concrete from loss of moisture and large changes in temperature, for seven days after placement. Curing measures shall be as noted, unless similar measures demonstrated to achieve same or better results are approved by Engineer in writing.
   2. Forms shall remain in place 24 hours but removed within 48 hours after placement of concrete. Forms shall always be kept wet until removed.
   3. Accomplish all required patching and repair of defects immediately upon removal of forms. After patching is complete, coat each section with a membrane curing compound, Horncure 30D or equal, applied at no more than 200 square feet per gallon.

B. Protecting:
   1. Protect concrete against all adverse conditions including weather and mechanical damage, until Project completion. Any such damage incurred shall be promptly repaired by Contractor at his own expense, as approved by Engineer.
   2. Protect concrete against low temperatures by maintaining a placement temperature not less than 50 degrees F for five days after placement. Concrete shall also be protected against extremes of high temperature, low humidity, and wind movement by curing methods specified herein or other methods approved by Engineer. It is Contractor responsibility to anticipate, as nearly as possible, changes in weather conditions which affect concrete placement and protection. He shall always be prepared with proper materials, equipment, and personnel, to protect freshly placed concrete when sudden changes in weather make such protection necessary. Failure to have available proper materials, equipment or personnel for expeditious placement and adequate preparation of concrete is grounds for postponement of placing of concrete.

3.9 EMBEDDED ITEMS

A. All items required by plans or specifications to be embedded in concrete shall be accurately set in place and securely maintained in such positions during placement of concrete.

END OF SECTION

SECTION 32 16 12 - CONCRETE SIDEWALKS, CURBS, AND GUTTERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes concrete sidewalks and curbs and gutters.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.
   2. Section 31 20 00 “Earth Moving.”

1.2 REFERENCES

A. ACI 301 - Specifications for Structural Concrete for Buildings.
B. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
C. ASTM C33 - Concrete Aggregates.
D. ASTM C78 - Standard Test Method for Flexural Strength of Concrete.
E. ASTM C94 - Ready Mix Concrete.
F. ASTM C143 - Slump of Hydraulic Cement Concrete.
G. ASTM C150 - Portland Cement.
H. ASTM C172 - Sampling Freshly Mixed Concrete.
I. ASTM C173 - Air Content of Freshly Mixed Concrete by the Volumetric Method.
J. ASTM C260 - Air-Entraining Admixtures for Concrete.
K. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
L. ASTM C494 - Chemical Admixtures for Concrete.
M. ASTM C1116 - Fiber-Reinforced Concrete and Shotcrete.
N. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.3 SUBMITTALS

A. Submit following in accordance with requirements of Contract Documents.
B. Provide product data on joint filler admixtures, curing compounds, and fibrous reinforcing.
C. Submit manufacturer-printed product data, clearly marked, indicating required volume of fibrous concrete reinforcement materials to be added to each cubic yard of concrete.
D. Submit manufacturers printed batching mixing instructions.
E. Submit certificate prepared by concrete supplier stating that approved fibrous concrete reinforcement materials were added at the required volume to each batch of concrete delivered to project site. Accompanied each certificate by one copy of each batch delivery ticket indicating amount of fibrous concrete reinforcement material added to each batch of concrete.

1.4 QUALITY ASSURANCE

A. Perform work in accordance with ACI 301.
B. Obtain cementitious materials from same source throughout.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Requirements: Do not place concrete when base surface temperature is less than 40 degrees F or surface is wet or frozen.
B. Warm Weather Requirements: Do not place concrete when temperature of mix exceeds 85 degrees F without approved retarder nor 95 degrees F with approved retarder.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. Concrete Curbs and Gutters: Steel form material, specifically designed for curb and gutter work, profiled to suit conditions, except curves may be formed with wood sections built up or laminated, upon prior approval by Engineer.
B. Sidewalks: Steel or wood at Contractor option.
C. Joint Filler: ASTM D1751 type; 1/2-inch thick.

2.2 REINFORCEMENT

A. Sidewalks shall have 100-percent virgin homopolymer polypropylene fibrillated fibers specifically manufactured to use as concrete reinforcement containing no reprocessed olefin materials.
B. Reinforcing Steel Bars: ASTM A615, deformed steel bars.

2.3 CONCRETE MATERIALS

A. Cement: ASTM C150 Type II.
B. Fine and Coarse Mix Aggregates: ASTM C33, max 1.5-inch aggregate size.
C. Water-Potable, not detrimental to concrete.
D. Air Entrainment: ASTM C260.

2.4 ACCESSORIES

A. Curing/Sealing Compound: ASTM C309, Type 1, Class B; equal to MB-429 manufactured by Master Builders, Inc.
B. Joint Sealers: ASTM D3405 or approved equal.

2.5 CONCRETE MIX - BY PERFORMANCE CRITERIA

A. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.
B. Select proportions for normal weight concrete per ACI 301 Method 1 or 2.
C. Add fibrous concrete reinforcement to concrete materials when concrete is batched in amounts per approved submittals.
D. Mix batched concrete in strict accord with fibrous concrete reinforcement manufacturer's instructions and recommendations for uniform and complete dispersion.

E. Provide concrete to the following criteria:
   1. Compressive Strength: 3,000 psi.
   2. Slump: 3 to 5 inches ±1 inch.
   3. Air Entrained: 5.5 percent ±1.5 percent.

F. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.

G. Use set-retarding admixtures during hot weather only when approved by Engineer.

2.6 SOURCE QUALITY CONTROL AND TESTS

A. Provide mix design for each class of concrete to Engineer for review before commencing work.

B. Test cement and aggregates to ensure conformance with specified requirements.

C. Test samples in accordance with ACI 301.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify base conditions.

B. Verify compacted subgrade is acceptable and ready to support concrete work and imposed loads.

C. Verify gradients and elevations of base are correct.

3.2 PREPARATION

A. Moisten base to minimize absorption of water from fresh concrete.

B. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

3.3 FORMING

A. Forms for curb and gutter shall be approved type metal forms. Form sections shall be straight, free of warp and a depth equal to depth of concrete section formed. Forms shall consist of a back form and gutter form with steel templates. Forms shall be constructed accurately to line and grade as established in the field, adequately braced so they will not move during concrete placing and remain in place at least 12 hours after placing of concrete. Oil forms with a light oil before each use and forms to reuse shall be cleaned immediately after use and maintained in good condition. Forms for concrete paving shall also conform to provisions herein. Forms for curb and gutter on curves with a radius of 130 feet or less shall be flexible steel forms.

B. Steel templates shall have shape of cross-section of curb and gutter except bottom portion of template shall be cut away to allow for a solid mass of concrete. An acceptable shape is shown on a detail sheet of plans; however, other shapes may be used upon submission of a design and approval of Engineer.

C. Machine Laid Curb and Gutter
   1. Concrete curb and gutter sections may be formed with curb and gutter laydown machine, provided machine can lay curb and gutter to proper grade, alignment, and cross-section, and is equipped with adequate vibrators to produce a dense concrete free of honeycombs.
   2. Laydown machines that cannot meet requirements will not be acceptable for use.

D. Curb and Gutter Cross-Section: Should Contractor desire to use metal templates which differ slightly from sections shown on plans, such templates or drawings thereof shall be submitted for approval. Slight differences which will not affect general appearances of curb and gutter sections will be approved but no forms or templates used which not approved by Engineer.

E. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.4 MIXING AND PLACING CONCRETE

A. Mix concrete in an approved batch-type mixer equipped with a device for measuring water accurate to within 2 percent. Minimum time for mixing each batch after all ingredients are in mixer shall be 1-1/2 minutes. Mixer speed shall not exceed that recommended by manufacturer. Excessive overmixing, requiring addition of water to preserve required consistency, is not permitted. Concrete not in place within 45 minutes from time of charging drum or has developed initial hardening, shall not be used. Transit mixed concrete conforming to these Specifications will be acceptable.

B. Deposit concrete in place to require minimal rehandling and place to produce a uniformly dense section, free of honeycomb or other voids, conforming to grade, thickness, and shapes shown on plans. Before placing concrete subgrade or base, sprinkle surface to a thoroughly moistened condition (but not muddy). Thoroughly spade or vibrate concrete adjacent to forms or joints to eliminate honeycomb. Honeycombed places behind curb or face of gutter is not permitted, patch all honeycombed places as directed by Engineer. Do not place concrete when temperature is less than 40 degrees F and under no circumstances place on frozen ground.

C. Mixing concrete for use in a curb and gutter laydown machine shall be mixed as specified and placed to form curb and gutter section with laydown machine. Accurately control slump of concrete and low enough to prevent sagging or slumping of curb section behind machine. Batches with excessive slump will be rejected.

D. Place concrete in accordance with ACI 301.

E. Place concrete continuously over full width of panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

3.5 JOINTS

A. Align curb, gutter, and sidewalk joints.

B. Place joint filler between paving components and building or other appurtenances. Recess top of filler 1/4-inch for sealant placement.

C. Sidewalk Joints
   1. Place transverse contraction joints continuous across width of walk at a distance not to exceed sidewalk width or 5 feet on center, whichever is less.
   2. Place longitudinal contraction joints in centerline of walks 10 feet or more in width.
   3. Place transverse expansion joints at sidewalk returns, opposite expansion joints in adjoining curbs and around structures projecting through or into sidewalk, but not less than 20 feet on center.

D. Construct curb and gutter with expansion joint at tangent point of each return at intersections, intervals not more than 40 feet between intersections (odd length sections as Engineer directs), and at end of each day's concrete pour. Locate a construction or contraction joint at 10-foot intervals, each template, or as directed by Engineer. All joints shall be perpendicular to surface of concrete and axis of section. Construction or contraction joints for curb and gutter poured in metal forms shall be formed by metal template plates accurately shaped to cross-section shown on plans and constructed so they can be removed during finishing operations. Maintain templates in good condition and do not use warped or bent templates.

E. In machine-laid curb and gutter, make contraction joints at 10-foot intervals by cutting into curb and gutter sections with a trowel a depth of approximately 1/2-inch. Finish these joints as specified. Place expansion joints at end returns, but not to exceed a maximum 300-foot spacing and at end of each day's concrete pour.

F. Expansion joint material shall be an approved preformed bituminous impregnated non-extruding type jointing material, 1/2-inch thick (3/4-inch thick for machine laid curb and gutter) and shaped to section of curb and gutter or concrete drainage apron.

3.6 FINISHING

A. Sidewalk Paving: Light broom, radius to 3/8-inch radius, and trowel joint edges.

B. Curbs and Gutters: Light broom.

C. Ramps: Heavy-broomed texture perpendicular to slope.

D. Direction of Texturing: Transverse to longest dimension.

E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer instructions.

F. Accurately shape curb and gutter, gutter, concrete valley gutters, fillets, and other miscellaneous concrete work to cross section shown on plans or approved by Engineer and finish to a surface of uniform texture by floating with a wood float and trowelling. Final finish with a brush, last stroke from back of curb to lip of gutter. Both sides of all joints, lip of gutter, and back edge of curb shall be finished with an approved edging tool before the final brushing. Accurately shape and finish curves at top and bottom of curb sections and finished curb and gutter shall present a uniform appearance without "waves" in face of curb or "pockets" in gutters or slabs. Exercise care at valley gutters, both in setting forms and finishing, to ensure shape of gutter shall conform to details of plans and no water pockets are formed in gutter of pavement. At construction and contraction joints, cut mortar full width of joint, and neatly finish with an approved edging/grooving tool of such design to groove joint approximately 2 inches in depth.

G. Neatly form construction and contraction joints in machine laid curb and gutter and finish with an approved edging or grooving tool of such design to groove joint approximately 2 inches in depth.

3.7 JOINT SEALING

A. Separate pavement from vertical surfaces with 1/2-inch-thick joint filler.

B. Place joint filler in pavement pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.

C. Extend joint filler from bottom of pavement to within 1/4-inch of finished surface. Joint sealer shall conform to ASTM 3405 or approved equal.

3.8 PROTECTING AND CURING

A. Cover all concrete work with burlap or other suitable material as soon as it sets sufficiently to prevent marking and keep wet continuously at least four days. Take care to prevent mechanical injury to concrete work during this period and until work is accepted. Repair any work damaged prior to acceptance to Engineer satisfaction.

B. In lieu of previously noted method of curing, cure curb and gutter by applying a liquid membrane coating to all exposed surfaces as soon as concrete sets sufficiently. Back and front of concrete curb and gutter shall have membrane applied as soon as forms are removed. Engineer shall approve materials and method of application before concrete placement begins. Coating shall conform to ASTM C309.

C. Provide suitable means to prevent concrete from freezing no less than 72 hours after placing. Contractor shall remove and replace any concrete damaged by freezing at his expense. Do not add any admixture of chemicals to concrete to prevent freezing, unless specifically approved by Engineer.

D. Provide suitable means to protect freshly poured concrete from rain damage. Always keep such means readily accessible during placement of concrete.

END OF SECTION

SECTION 32 31 19.53 – DECORATIVE METAL SECURITY FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes gate operators including controls.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.
   2. Section 26 05 00 “Basic Electrical Methods.”
   3. Section 26 05 26 “Grounding and Bonding for Electrical Systems.”

1.2 SUBMITTALS

A. Refer to Section 26 05 00 “Basic Electrical Methods.”
B. Submit product data for each type of gate operator:
   1. Installation and attachment details.
   2. Diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Project Record Documents: Manufacturer’s operation and maintenance manual for each type of gate operator.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Gate operator must have a rated speed of 2 feet/second.

2.2 GATE OPERATORS

A. Manufacturers are subject to compliance with requirements. Provide products by one of the following:
   1. V Mag Gate Operator.
   2. Eagle Access Control Systems, Inc.
   3. Tymetal Corp.
   4. B&B Roadway and Security Solutions
   5. Substitutions: Must be submitted for review before purchase.
B. Provide factory-assembled automatic operating system designed for gate size, type, weight, and operation frequency. Provide operation control system with characteristics suitable for Project conditions, with remote-control stations, safety devices, and weatherproof enclosures; coordinate electrical requirements with building electrical system.
C. Comply with NFPA 70.
D. UL Standard: Manufacturer and label gate operators to comply with UL 325.
E. Motor Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, within installed environment, with indicate operating sequence 3, and without exceeding nameplate rating or considering service factor. Comply with NEMA MG 1 and:
   1. Hydraulic Gate Operator Voltage: 120V.

2. Velocity Magnetic Gate Operator Voltage: 240V.
3. Duty: Continuous duty at an ambient 105 degrees F temperature and at 3,300 feet altitude above sea level.
4. Service Factor:
    a. 1.15 for open dripproof motors.
    b. 1.0 for totally enclosed motors.
5. Phase: One.

F. Gate Operators. Concrete base mounted as follows:
1. Hydraulic Gate Operators:
    a. Duty: Heavy-duty commercial/industrial.
    b. Maximum Gate Weight: As specified on Project Drawings.
    c. Frequency of Use: Continuous duty.
    d. Speed: 2 feet/second.
2. Velocity Magnetic Gate Operators:
    a. Duty: Heavy-duty commercial/industrial.
    b. Maximum Gate Weight: As specified on Project Drawings.
    c. Frequency of Use: Continuous duty.
    d. Speed: 2 feet/second.

G. Vehicle Loop Detector: System includes automatic closing timer with adjustable time delay and loop detector designed to open and close gate.

H. Vehicle Presence Detector: System includes automatic closing timer with adjustable time delay and presence detector designed to hold gate open until traffic clears.

I. Obstruction Detection Devices: Provide each motorized gate with automatic safety sensor(s). Activation of sensor(s) causes operator to immediately stop gate in opening cycle, reverse gate in closing cycle, and hold until clear of obstruction.

J. Hydraulic Gate Operator Accessories:
1. Battery Backup System: Battery-powered drive and access-control system, independent of primary drive system.
2. Heater with thermostat
3. Soft start/stop option.
4. Snow brush kit.
5. Snow scrapper assembly.

K. Velocity Magnetic Gate Operator Accessories:
1. Additional RF1 reaction fins as needed for gate length.
2. NEMA 4X control cabinet.
3. Cabinet heater with thermostat.
4. Communications cable.
5. Uninterruptible power supply, 240V.
6. De-icing package.
7. Open/close/stop pushbuttons inside cabinet.

PART 3 - EXECUTION

3.1 GATE INSTALLATION

A. Install gates according to manufacturer-written instructions, level, plumb, and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate when necessary.

3.2 GATE OPERATOR INSTALLATION

A. Install gate operators according to manufacturer-written instructions, aligned and true to fence line and grade.
B. Excavation for Concrete Bases: Hand excavate holes for bases in firm, undisturbed soil to dimensions, depths, at locations as required by gate operator component manufacturer-written instructions, and as indicated.
C. Concrete Bases: Cast-in-place or precast concrete, depth not less than 12 inches, dimensioned and reinforced according to gate operator component manufacturer-written instruction, and as indicated on Drawings.
D. Vehicle Loop Detector System: Cut grooves in pavement, bury, and seal wire loop according to manufacturer-written instructions. Connect to equipment operated by detector.
E. Comply with NFPA 70 and manufacturer-written instructions for grounding electric-powered motors, controls, and other devices.

3.3 GROUNDING AND BONDING

A. Comply with Section 26 05 26 “Grounding and Bonding for Electrical Systems.”
B. Bonding Method for Gates: Connect bonding jumper between gate post and frame.
C. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to test and inspect.
    1. Grounding-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure grounding resistance not less than two full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment by other artificial means of reducing natural grounding resistance. Perform tests by two-point method according to IEEE 81.
    2. Verify correct gate operator and speed.
    3. Verify correct operation of vehicle presence detector.

END OF SECTION

SECTION 32 92 01 – PESTICIDE APPLICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Herbicide Application.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.
   2. Section 32 93 00 "Plants" for border edgings and mow strips.

1.2 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.
B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For herbicide application.
B. Herbicides: Product label and manufacturer's application instructions specific to Project.

1.4 QUALITY ASSURANCE

A. Installer Qualifications:
   1. Pesticide Applicator: State licensed, commercial.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

1.6 FIELD CONDITIONS

A. Weather Limitations: Proceed with application only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 PESTICIDES

A. Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction (AHJ), and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by AHJ.
B. Pre-Emergent Herbicide (Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be sprayed for compliance with requirements and other conditions affecting installation and performance of the Work.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by spraying operations.
1. Protect adjacent and adjoining areas from overspray.
2. Protect grade stakes set by others until directed to remove them.

3.3 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
B. Pre-Emergent Herbicides (Nonselective): Apply only as necessary to control weed germination and growth at the soil level below the rock mulch layer.

3.4 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
C. Erect temporary fencing or barricades and warning signs as required to protect newly treated areas from traffic.

END OF SECTION

SECTION 32 93 01 – GROUND COVER

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Ground cover.
B. Related Requirements:
   1. Owner-Required front-end Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Finish Grade: Elevation of finished surface of ground cover.
B. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing ground cover.

1.3 SUBMITTALS

A. Samples for Verification.
B. Product Certificates: For each type of product, signed by product supplier, and complying with:
   1. Manufacturer's certified analysis for standard products.
C. Qualification Data: For landscape installer.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Qualified landscape installer with three years' previous experience of size and scope commensurate with this Project and whose work resulted in successful ground cover installation.
   1. Installer's Field Supervision: Require installer to maintain an experienced full-time supervisor on Project site when ground cover installation is in progress.
B. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver ground cover after preparations for installing are completed and install immediately. If installation will be delayed after delivery, verify temporary stockpile locations and heights with the RPR.

1.6 COORDINATION

A. Weather Limitations: Proceed with ground cover installation only when existing and forecasted weather conditions permit.

1.7 WARRANTY

A. Special Warranty: Warrant ground cover for warranty period indicated, against defects, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or incidents beyond Contractor control.
   1. Ground Cover: One-year warranty from date of Substantial Completion.

1.8 MAINTENANCE

A. Ground Cover:
   1. Maintenance tasks:
      a. Check ground cover for apparent settlement of displacement.
      b. Rake or re-install areas seen from item A above.
   2. Maintenance period: 12 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GROUND COVER

A. Inorganic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
   1. Type: Granite.
   2. Size Range: 3/4-inch rock by Desert Rock Co.
   3. Color: Varies; Sierra Red.

2.2 WEED-CONTROL BARRIERS

A. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 3 oz./square yard minimum, composed of fibers formed into a stable network so fibers retain relative position. Fabric shall be inert to biological degradation and resist naturally-encountered chemicals, alkalis, and acids.

2.3 PLANTING SOIL MIX

A. Planting Soil Mix: Mix topsoil with soil amendments and fertilizers in portions recommended by the topsoil analysis and per instructions on Plans.

2.4 LANDSCAPE EDGINGS

A. Concrete edging of sizes indicated on Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive inorganic mulch ground cover for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by ground cover installation operations.
B. Lay out ground cover locations and areas for multiple exterior plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before planting. Make minor adjustments as required.

3.3 GROUND COVER ESTABLISHMENT IN SOIL AREAS

A. Loosen existing planting beds to a minimum depth of 4 inches. Remove this material from the site, including sticks, roots, rubbish, and other extraneous matter and legally dispose off Owner property.
   1. Level the subgrade material and compact to minimum 85 percent ASTM D1557.
   2. Install filter fabric barrier per plan detail.
   3. Install inorganic ground cover in 4-inch thickness per plan detail.
B. Finish Grading: Grade ground cover beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
C. Restore planting beds if eroded or otherwise disturbed after finish grading.

3.4 GROUND COVER ESTABLISHMENT ABOVE PAVEMENTS

A. Verify underlying surfaces are generally cleaned and ready for inorganic ground cover.
B. Install ground cover in nominal 7-inch thickness and per Item 3.3, A3, B, and C.

3.5 EDGING INSTALLATION

A. Mow-Strip Installation:
   1. Excavate for mow strip as indicated on Drawings.
   2. Compact subgrade uniformly beneath mow strip.

3.6 CLEANUP AND PROTECTION

A. Keep adjacent pavings and construction clean and work area in an orderly condition.
B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged exterior planting.

3.7 DISPOSAL

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose off Owner property.

3.8 MAINTENANCE SERVICE

A. Maintenance Service for Ground Cover: Provide maintenance by skilled employees of landscape installer. Maintain as required in Article 1.8 "Maintenance." Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
   1. Maintenance Period: 12 months from date of Substantial Completion.

END OF SECTION

APPENDIX A: GEOTECHNICAL REPORT

W. C. HAMILTON ENGINEERING, INC.

GEOTECHNICAL INVESTIGATION

AIRFIELD WILDLIFE FENCE IMPROVEMENTS

MIDLAND INTERNATIONAL AIR & SPACE PORT

MIDLAND, TEXAS

(BACK OF FRONT COVER)

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GEOTECHNICAL INVESTIGATION
AIRFIELD WILDLIFE FENCE IMPROVEMENTS
MIDLAND INTERNATIONAL AIR & SPACE PORT
MIDLAND, TEXAS

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PARKHILL
MIDLAND, TEXAS

DECEMBER 22, 2021

PROJECT NO. 13861121

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TABLE OF CONTENTS

PAGE

INTRODUCTION
General 1
Existing Site Conditions 1
Subsurface Exploration 1
Laboratory Testing 2
Summary 3

SUBSURFACE MATERIALS AND CONDITIONS
Stratification 4
Material Characteristics 4
Subsurface Water Conditions 4
Shrink/Swell Potential 5
Frost Depth 5
Seismic Zone 5

FOUNDATION DESIGN RECOMMENDATIONS
General 6
Potential Soil Movements 6
Lateral Load Resistance 6

OTHER DESIGN CONSIDERATIONS
Other Design Values 8

FOUNDATION CONSTRUCTION CRITERIA
Site Preparation 9
Foundation Construction 9
Drainage Considerations 9
Backfill Compaction 9

LIMITATIONS OF THIS INVESTIGATION 10

REFERENCES 11

APPENDIXES

GEOTECHNICAL INVESTIGATION

AIRFIELD WILDLIFE FENCE IMPROVEMENTS

MIDLAND INTERNATIONAL AIR & SPACE PORT

MIDLAND, TEXAS

INTRODUCTION

General: This geotechnical investigation at the site of proposed fencing improvements at the Midland International Air & Space Port in Midland, Texas, was authorized by signed agreement on November 9, 2021, by Mr. Danny G. Winchester, P.E., Principal, Parkhill, Midland, Texas, and was performed in general accordance with our letter proposal dated November 5, 2021.

The purpose of this investigation has been to explore subsurface conditions at the site, to conduct field and laboratory tests to characterize the physical soil properties, and to provide design and construction recommendations to assist the structural engineer in the design of the foundation system for the proposed fencing.

The site is located around the existing perimeter of the Midland International Air & Space Port in Midland, Texas. The general location of the site is shown on the site vicinity map on Plate I in Appendix A.

Existing Site Conditions: The areas of the borings were covered with native grasses and existing fencing at the time of the geotechnical drilling operations. No other previous use of the site was evident or made known to W. C. Hamilton Engineering at the time this report was prepared.

Subsurface Exploration: Subsurface materials at the site were explored by a total of six borings at locations selected by Parkhill personnel. The borings were drilled to a maximum depth of 8.0

feet. The approximate boring locations are shown on Plate I in Appendix A. Field drilling operations were completed with the plugging of the holes on November 22, 2021.

The borings were advanced using continuous sampling techniques. At the direction of the geotechnical engineer, the materials were monitored during the drilling operations for any signs of physical changes in the materials. An auger bit was used to advance each boring the entire depth of the hole. These samples were visually examined, identified, wrapped and sealed in plastic, when appropriate, and placed in core boxes for transportation to the laboratory.

The Standard Penetration (SPT) Test, ASTM D1586, was conducted at various intervals of depth during the exploration to aid in strength evaluations. This test procedure drops a 140 pound hammer from a height of 30 inches to advance a split barrel drive point. Depending on the resistance of the materials to penetration by the drive point, either the number of blows required to advance the drive point 12 inches, 50 blows resulting in six inches or less penetration, or the inches of penetration due to 100 blows is recorded. Results of the SPT tests are shown on the left-hand side of the Logs of Boring. The SPT samples were visually examined, identified, and wrapped and sealed in plastic for transportation to the laboratory.

Samples obtained from the field operations that were not utilized in the laboratory testing will be stored for 30 days from the date of this report. After that time they will be discarded unless written notification is received.

Laboratory Testing: The soil samples were returned to the laboratory where they were re-examined and the visual classifications checked by the geotechnical engineer. Selected specimens were chosen for testing to identify their soil classifications and natural moisture contents. The specific tests conducted are summarized as follows:

- Atterberg Limits Tests
- Percent Passing No. 200 Sieve Tests
- Natural Moisture Content Tests

The Atterberg Limits tests, percent passing No. 200-mesh sieve tests, and natural moisture content tests were used to evaluate the basic engineering properties of the soils. The results of these tests and the classifications of the subsurface materials are shown in the summary on Plate II in Appendix A. The soil classifications refer to the Unified Soil Classification System per ASTM D2487.

Summary: The results from the field exploration and the laboratory investigation were utilized in an engineering study to develop recommendations for the design of the fencing foundation system. These evaluations and recommendations are discussed in the following sections.

SUBSURFACE MATERIALS AND CONDITIONS

Stratification: Specific types and depths of the subsurface strata encountered in the borings are shown on the attached Logs of Boring in Appendix B. In general, the subsurface materials encountered from the ground surface down consisted of:

Stratum I Brown or Light Brown CLAYEY SAND, SILTY CLAYEY SAND, or SANDY LEAN CLAY, all with Calcareous Particles, 1.0 to 8.0 feet in thickness (Boring Nos. B-2, B-3, and B-4 terminated in this stratum at their maximum depth of 8.0 feet);

Stratum II Tan CALICHE (some rock-like) at least to the bottoms of the remaining borings.

Material Characteristics: The results of the SPT tests indicate that the CLAYEY SANDS and SILTY CLAYEY SANDS with calcareous particles were medium dense to dense in relative density. The SANDY LEAN CLAYS were medium stiff to stiff in consistency. The CALICHES were mixtures of silts, sands, clays and calcareous particles (particle size ranged from gravel to cobble size) in a matrix of calcium carbonate cement. The CALICHES were in a poorly-cemented to well-cemented condition. Excavations into the CALICHES will be difficult.

Subsurface Water Conditions: The borings were advanced to a depth of 8.0 feet using dry sampling techniques. Groundwater was not encountered in the borings during the drilling operations. Notes on groundwater observations are contained on the Logs of Boring in Appendix B.

Be aware that these limited observations do not represent a groundwater study which was beyond the scope of this investigation, and that due to the nature of subsurface water and its relationship to climatic influences, the groundwater may be intermittent and of varying quantities and depths due to changes in the seasonal moisture content.

Shrink/Swell Potential: The tendency for a soil to shrink and swell with changes in soil moisture content is a function of the clay content and the type of clay mineral. These are reflected in soil consistency as indicated by the liquid limit and plasticity index of the Atterberg Limits tests. A generalized relationship between shrink/swell potential and the soil plasticity index (P.I.) is shown as follows:

General Relationship Between P.I. and Shrink/Swell Potential

P.I. Range	*Shrink/Swell Potential*
0 to 15	Low
15 to 25	Medium
25 to 35	High
>35	Very High

The amount of expansion that will actually occur with increases in soil moisture content is inversely related to the overburden pressure; that is, the larger the overburden pressure, the smaller the amount of expansion. Near-surface soils are thus susceptible to shrink/swell behavior because of the low overburden pressures. Shrink/swell behavior is normally considered to be limited to the upper 15 feet (zone of seasonal moisture changes) of the various soil formations. Overall, the materials encountered at this site possess low shrink/swell potential.

Frost Depth: The published frost depth for the area is four inches.

Seismic Activity: According to ASCE 7-16, the peak acceleration at this site is 1.6% g. The *International Building Code-15* site classification is C for B-1, B-5, and B-6, while the classification is D for B-2, B-3, and B-4.

FOUNDATION DESIGN RECOMMENDATIONS

General: Plans call for replacing existing 6-foot high fencing with 8-foot high fencing. The structural loads associated with the project are anticipated to be light in intensity.

Potential Soil Movements: McDowell's potential vertical rise (PVR) procedure (Reference 1) has been used to estimate the possible magnitude of shrink/swell movements at the site. The results indicate possible shrink/swell movements over the site to be less than ½ inch with the soil moisture changing from a "dry" to a "wet" soil moisture content due to seasonal soil moisture variations. It should be noted that this method utilizes correlations of soil types to swell potential and as such, the results must be considered as giving approximate values of the shrink/swell potential.

The materials encountered in the borings were generally in a state that is not susceptible to classic consolidation settlement. Footings designed using the recommended design values will be subject to settlement of less than one inch total and one-half inch differential settlement.

Also, be aware that these potential soil movement estimates are indicative of the relative magnitude of probable movement under seasonal changes in soil moisture content. Soil movements in excess of these values due to either expansion or consolidation may be expected if increases in soil moisture content occur as a result of broken water and sewer lines, improper drainage of surface water, shrubbery and trees planted near the foundations, excessive lawn or shrubbery irrigation, or ponding of water near the foundations. These movement potentials must be considered in the design of the foundation support system.

Lateral Load Resistance : The fencing will impart lateral loads outward from the base of the footings. These lateral loads will be resisted by the weight of the footings, the weight of the soil placed above the footings, frictional resistance between the contact area of the footing base and the soil, and passive earth pressures of the soil against the outer side area of the footings.

The passive earth pressure resistance for each foot of width of the footing may be calculated using the following formula:

$$P_p = 0.5\gamma H^2 + 2CH$$

where P_p = Ultimate resultant force per foot of width of the footing (lbs)
γ = Unit weight of soil (pcf)
C = Cohesion (psf)
H = Soil/footing contact height (ft)

The following are recommended soil values for use:

		B-2, B-3, B-4	*B-1, B-5, B-6*
γ	=	110 pcf	115 pcf
C	=	250 psf	1000 psf

A factor of safety of at least 1.5 is recommended.

OTHER DESIGN CONSIDERATIONS

Other Design Values: Based on the results of the plasticity index tests, sieve analyses, and correlations of the results with similar materials, the following are recommended design values for the properties of the on-site materials:

Angle of Internal Friction (Ø):	SANDY LEAN CLAYS:	10°
	CLAYEY and SILTY CLAYEY SANDS:	15°
	CALICHES	30°
Modulus of Subgrade Reaction for Mats and Slabs (pci)*:		300
Ultimate Friction Factor between Soil and Base Concrete:		(Unformed) 0.4 to 0.5 (Formed) 0.3
Unit Weight of Soil:		110 to 115 pounds per cubic foot

*When prepared as recommended in the *Foundation Construction Criteria* section of this report

FOUNDATION CONSTRUCTION CRITERIA

Foundation Construction: It is recommended that all footing excavations be inspected and checked by the owner's authorized representative for proper foundation supporting material and depth, proper dimensions, and proper reinforcement size and placement. Loose material should be removed from the excavation prior to the placement of steel and concrete. Foundation excavations should remain open only the minimum time necessary to permit good quality construction and in no case should the pier holes remain open overnight. Although caving was not encountered in the drilling operations and is not anticipated, it is recommended that the use of temporary steel casing be included in the bid or contract documents as a separate item should it be required during construction.

Drainage Considerations: Proper drainage should be provided away from the foundation elements during all phases of construction and post-construction grading. Proper drainage is essential to the long-term stability of the fencing. Ponding of water near the foundation elements from improper grading, excessive landscape watering, or gutter downspouts should not be permitted.

Backfill Compaction: In the event that *footings* are constructed in such a manner that they require backfilling, the on-site material or a select material may be used as backfill. The material should be compacted to not less than 95 percent of maximum density (ASTM D698) in maximum six-inch lifts. The select material should have a plasticity index of 15 or less. Non-plastic materials should have at least 30 percent by weight passing the No. 200-mesh sieve. The maximum particle size should be less than two inches when hand compacted techniques are used. A three-inch maximum particle size is permissible when large construction equipment is utilized for backfill compaction. Backfill compaction consideration should also be given to any utility trenches within or near the construction area.

LIMITATIONS OF THIS INVESTIGATION

The subsurface materials and conditions are known only at the specific boring locations and within the depths explored. Subsurface conditions have been extrapolated based on known conditions in the borings, and actual field conditions elsewhere at the site may differ from those described in this report due to geological, prior use, or other factors. For this reason, we recommend that the geotechnical engineer be retained through the construction phase to include plan review and to identify variations in subsurface materials and conditions and to confirm that the recommendations contained in this report are applicable to subsurface conditions encountered elsewhere on this site.

This report has been prepared based on a specific site and specific use. The geotechnical engineer must be consulted prior to this report being used for other than the specific project for which this report was written.

This report should not be copied without permission of the geotechnical engineer. When copied with his/her permission, the report should be copied in its entirety and in no case should the boring logs be separated from the body of the report.

It is recommended that the construction materials testing laboratory shall meet the basic requirements of ASTM E329, but as a minimum shall have demonstrated satisfactory performance in the AASHTO Materials Reference Laboratory Proficiency Sample Program in soils and concrete.

REFERENCES

1. McDowell, C., "The Relation of Laboratory Testing to Design for Pavements and Structures on Expansive Soils," *Quarterly of the Colorado School of Mines*, Vol. 54, No. 4, Oct. 1959, pp. 127-153.

APPENDIX A



SITE VICINITY MAP AND APPROX. BORING LOCATIONS

Project No. 13861121

Airfield Wildlife Fence Improvements
Midland International Air & Space Port, Midland, Texas

PLATE I

SUMMARY OF SOIL CLASSIFICATION TEST RESULTS

Boring Number	*Depth in Feet*	*Liquid Limit %*	*Plasticity Index %*	*% Passing 200-mesh Sieve*	*Natural Moisture Content %*	*Classi-fication*	*Material Description*
B-2	1.0-2.5	27	12	49.8	5.6	SC	Brown CLAYEY SAND w/Calcareous Particles
B-2	5.0-6.5	28	12	50.0	8.8	CL	Brown SANDY LEAN CLAY w/Calcareous Particles
B-3	2.5-4.0	25	7	35.7	3.7	SC-SM	Light Brown SILTY CLAYEY SAND w/Calcareous Particles
B-3	6.5-8.0	25	12	50.4	4.1	CL	Brown SANDY LEAN CLAY w/Calcareous Particles
B-4	1.0-2.5	24	9	45.0	7.3	SC	Brown CLAYEY SAND w/Calcareous Particles
B-4	5.0-6.5	29	13	49.3	7.7	SC	Brown CLAYEY SAND w/Calcareous Particles
B-5	6.5-8.0	26	4	20.1	6.3	SC-SM	Tan CALICHE

TEST RESULTS	Project No. 13861121 Airfield Wildlife Fence Improvements Midland International Air & Space Port, Midland, Texas	**PLATE II**

APPENDIX B

KEY TO LOG OF BORING

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDW pcf	UC tsf	MC	LL	PI	%-200	SOIL CLASS
			4.5	Push Tube Sample and Pocket Penetrometer Result							
			18	Standard Penetration Test Sample and "N" Value							
5				Cuttings Sample							
			C-5.0 R-4.5 RQD 50.0	Core Sample							
				Testable Core Sample							
10				Unit Dry Weight Test Result, pcf	115.8						
				Unconfined Compression Test Result, tsf		4.35					
15				Moisture Content Test Result, %			12.8				
				Atterberg Limits Test Results				25	12		
				Passing No. 200-Mesh Sieve Test Result, %						66.3	
20				Unified Soil Classification							CL
				Water Surface Level ▽ Water Surface							
25				Date 01/01/2020							

SYMBOLS

LEAN CLAY (CL)	SAND (SP)	CALICHE
FAT CLAY (CH)	GRAVEL (GP)	LIMESTONE
CLAYEY SAND (SC)	SILT (ML)	SANDSTONE
SILTY SAND (SM)	ELASTIC SILT (MH)	SHALE

Groundwater Note: The boring was advanced to a depth of ____ feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No.	Date:	Type:	BORING NO.
	Project Name Location		Air Rotary	

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDW pcf	UC tsf	MC	LL	PI	%-200	SOIL CLASS
				Brown CLAYEY SAND w/Calcareous Particles							
			50	= 5"							
			50	= 2"							
5				Tan CALICHE (some rock-like)							
			50	= 2"							
			50	= 2"							
				Total Depth of Boring = 8.0 Feet							
10											
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 8.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 13861121 Airfield Wildlife Fence Improvements Midland Int. Air & Space Port, Midland, TX	Date: 11-22-2021	Type: Auger	BORING NO. B-1

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
			16	Brown CLAYEY SAND with Calcareous Particles			5.6	27	12	49.8	SC
			14								
5											
			15	Brown SANDY LEAN CLAY with Calcareous Particles			8.8	28	12	50.0	CL
			28								
				Total Depth of Boring = 8.0 Feet							
10											
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 8.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 13861121 Airfield Wildlife Fence Improvements Midland Int. Air & Space Port, Midland, TX	Date: 11-22-2021	Type: Auger	BORING NO. B-2

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
5			33	Light Brown SILTY CLAYEY SAND with Calcareous Particles			3.7	25	7	35.7	SC-SM
			26								
			42	Brown SANDY LEAN CLAY with Calcareous Particles			4.1	25	12	50.2	CL
			30								
				Total Depth of Boring = 8.0 Feet							
10											
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 8.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 13861121 Airfield Wildlife Fence Improvements Midland Int. Air & Space Port, Midland, TX	Date: 11-22-2021	Type: Auger	BORING NO. B-3

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
			13	Brown CLAYEY SAND with Calcareous Particles			7.3	24	9	45.0	SC
			15								
5											
			32				7.7	29	13	49.3	SC
			18								
				Total Depth of Boring = 8.0 Feet							
10											
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 8.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 13861121 Airfield Wildlife Fence Improvements Midland Int. Air & Space Port, Midland, TX	Date: 11-22-2021	Type: Auger	BORING NO. B-4

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDW pcf	UC tsf	MC	LL	PI	%-200	SOIL CLASS
				Brown CLAYEY SAND w/Calcareous Particles							
			50	= 4"							
			50	= 1"							
5				Tan CALICHE (some rock-like)							
			50	= 2"							
			47				6.3	26	4	20.1	SC-SM
				Total Depth of Boring = 8.0 Feet							
10											
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 8.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 13861121 Airfield Wildlife Fence Improvements Midland Int. Air & Space Port, Midland, TX	Date: 11-22-2021	Type: Auger	BORING NO. B-5

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS	
			50	Brown CLAYEY SAND w/Calcareous Particles = 3"								
			50	= 2"								
5				Tan CALICHE (some rock-like)								
			50	= 2"								
			50	= 1"								
				Total Depth of Boring = 8.0 Feet								
10												
15												
20												
25												
30												
35												
40												

Groundwater Note: The boring was advanced to a depth of 8.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 13861121 Airfield Wildlife Fence Improvements Midland Int. Air & Space Port, Midland, TX	Date: 11-22-2021	Type: Auger	BORING NO. B-6

City Council Meeting

Item Number: 14

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MAF WILDLIFE IMPROVEMENTS – SOUTH DRAINAGE PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Purpose:

To advertise for bids for the MAF Airfield Wildlife Improvements – South Drainage Project.

Recommended City Council Action:

Approve

Fiscal Impact:

To be Determined

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

In Amendment #14 to the Airport's 2016 Agreement with Parkhill, Smith & Cooper, the MAF Airport Wildlife Management Improvements – South Drainage Channel Project was included. The storm water drainage channel located along the south property line has been in place for

over 30 years. Approximately 2/3rds of this channel has previously been lined with concrete or a concrete box culvert where Runway 34L safety area reaches the channel. This project is a continuation of prior AIP projects, phasing the concrete lining of the existing storm water drainage channel along the south side of the Airport. This project and the prior AIP projects reduce the wildlife attractant of vegetation and standing water on the Airport property. Surface storm water drains along this channel from west to east along the south Airport property line and directs this storm water flow off Airport property to the south. Approximately 1,200 linear feet of this channel is not concrete lined. The lining of the remainder of the drainage channel along with south side of the Airport with concrete will eliminate the vegetation growth within the drainage channel that is a wildlife attractant. Project will be paid 100% with Passenger Facility Charges.

Morris Williams Jr.

City Manager's Office

Parkhill

PROJECT MANUAL – ISSUE FOR BID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Airfield Wildlife Improvements – South Drainage

Midland, Texas

Midland International Air & Space Port

March | 2024

Parkhill Project #01605520

Parkhill

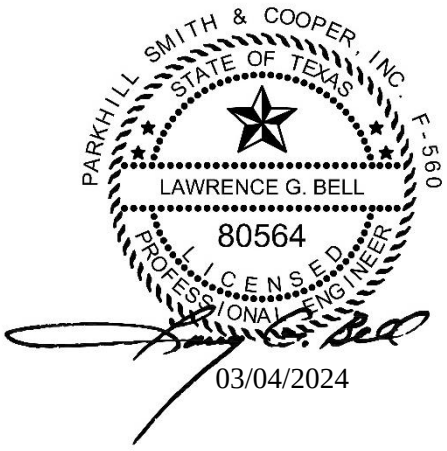
PROJECT MANUAL – ISSUE FOR BID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Airfield Wildlife Improvements – South Drainage

Midland, Texas

Midland International Air & Space Port



March | 2024

Parkhill Project #01605520

TABLE OF CONTENTS

Advertisement for Bids	A
Instructions to Bidders	IB
Bid Bond	BB
Proposal	C
Contract	D
Performance Bond	E
Payment Bond	F
Certificate of Insurance	G
Experience Record	H
Equipment Schedule	I

Contract Assurance
City of Midland Department of Airports DBE Policy Statement
Special Provisions
General Conditions
Guidelines for Contract Provisions
Wage Rate Determinations

FAA AC 150/5370-10H

PART 1 – GENERAL CONTRACT PROVISIONS
Section 10 Definition of Terms
Section 20 Proposal Requirements and Conditions
Section 30 Award and Execution of Contract
Section 40 Scope of Work
Section 50 Control of Work
Section 60 Control of Materials
Section 70 Legal Regulations and Responsibility to Public
Section 80 Execution and Progress
Section 90 Measurement and Payment

PART 2 – GENERAL CONSTRUCTION ITEMS
Item C-100 Contractor's Quality Control Program (CQCP)
Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
Item C-105 Mobilization

PART 3 – SITEWORK
Item P-151 Clearing and Grubbing
Item P-152 Excavation, Subgrade, and Embankment

PART 9 – MISCELLANEOUS
Item P-605 Joint Sealants for Pavements
Item P-610 Concrete for Miscellaneous Structures

PART 10 – FENCING
Item F-162 Chain-Link Fence

PART 12 – TURFING
Item T-901 Seeding

ADVERTISEMENT FOR BIDS
NOTICE TO BIDDERS

Sealed proposals addressed to the City Secretary will be received at the office of the City Secretary, City Hall, Midland, Texas until 2:00 pm, Thursday, April 18, 2024, for furnishing all necessary materials, machinery, equipment, superintendence, and labor for constructing certain improvements at Midland International Air & Space Port, Midland, Texas. These improvements are contained in plans and Specifications entitled, "Midland International Air & Space Port, Airfield Wildlife Improvements – South Drainage," dated March 2024.

Immediately following the closing time for receipt of Bids/Proposals will be publicly opened and read aloud. Any Bid received after closing time will be returned unopened.

Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work items may be generally described as *clear trees and brush from Project area, grade and concrete-line a drainage channel, and install 8-foot chain-link security fence.*

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port, Midland, Texas.

A Bid Proposal guaranty is to accompany the Bid, thereby guaranteeing the good faith of the Bidder and that Bidder will enter into the written contract. The guaranty is to amount to 5 percent of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or a bid bond.

Bidders are expected to inspect site of work and inform themselves regarding all local conditions.

In all areas of employment, women will be afforded equal opportunity for employment. Employment of women shall not diminish the standards or requirements for employment of minorities.

This project is subject to Minority Business Enterprise Contract Provisions, Foreign Trade Restrictions, Federal Debarment and Suspension, Drug-free Workplace, and other requirements stated in the Instructions to Bidders and other sections of project specifications and contract documents.

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have maximum opportunity to participate in performance of contracts financed in whole or in part with Federal funds.

Buy American Provision. Proposed contract is subject to the Buy American Provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirement are contained in Specifications.

MAF treats Bidder/Offer compliance with good faith effort requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of MAF to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit Bids/Proposals. Award of this contract will be conditioned upon satisfying requirements of this

bid specification. These requirements apply to all Bidders/Offerors, including those who qualify as a DBE. DBE contract goal of 9.8 percent has been established for this contract. Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet contract goal for DBE participation in performance of this contract.

Successful Bidder/Offeror will be required to submit the following information: (1) names and addresses of DBE firms that will participate in contract; (2) description of work each DBE firm will perform; (3) dollar amount of participation of each DBE firm participating; (4) written documentation of bidder/offeror's commitment to use a DBE subcontractor whose participation submits to meet contract goal; (5) written confirmation from the DBE of participation in contract as provided in commitment made under (4); and (6) if contract goal is not met, evidence of good faith efforts. Successful Bidder or Offeror must provide written confirmation of participation from each DBE firm the Bidder or Offeror lists in their commitment. This Bidder/Offeror must submit DBE written confirmation of participation within five days of receiving Owner notice to successful Bidder.

Information for Bidders, Proposal forms, Specifications, and Plans are on file in the office of the Director of Airports, Midland International Air & Space Port.

Downloaded documents (PDF file extension format) can be obtained from the *Parkhill Info Exchange website* after registering as a plan holder with Parkhill via https://parkhill.com/projects-for-bid/ or by contacting Debbie German, Project Coordinator, at dagerman@parkhill.com. No cost or deposit required for downloaded documents.

CITY OF MIDLAND, TEXAS
Marcia Bentley-German
City Secretary

INSTRUCTIONS TO BIDDERS

IB-1. BID FORMS

Bid shall be submitted on Proposal form in the bound Specifications.

In addition to the completed Proposals, bid forms shall include Bid Security, Financial Statement, and other specified documents. Failure to submit a complete Bid as specified will be considered as sufficient cause for rejection of the Bid.

IB-2. PREPARATION OF PROPOSALS

All blanks in the forms shall be filled in or marked "N.A." (Not Applicable) and all required information shall be included with Proposals. Bid prices shall be written in ink. Receipt of all addenda issued shall be acknowledged in the space provided on the addendum. Each addendum received and the Bid Security shall be enclosed with Proposal. Proposal and accompanying documents shall be enclosed in a sealed envelope, addressed to the City Secretary, 300 N. Loraine, Midland, Texas 79701, marked "Airfield Wildlife Improvements – South Drainage" with name and address of Bidder also shown thereon. **If Sealed Bid is sent in a mailing envelope, outside of mailing envelope must also have same marking visible.**

IB-3. EXPERIENCE RECORD AND FINANCIAL STATEMENT

Experience Record included herein, shall be filled in, showing completed jobs, of a similar nature to the one covered by Proposal, and work in progress with contract and bond amounts and percent complete.

A sworn statement of the current financial condition of Bidder shall also be enclosed with Proposal, to provide Owner with information relative to the responsibility of bidders and their ability to finance and construct the work. This statement shall be enclosed with Proposal in a separate envelope and will be returned to Bidder upon return of his bid security.

TxDOT prequalification can be submitted in lieu of a financial statement with bids; however, financial information may be required of the apparent low Bidder.

IB-4. BID SECURITY

Each proposal must be accompanied by a Bid Bond, Certified Check, or cash in the amount of not less than 5 percent of the maximum bid submitted, payable without recourse to the City of Midland, Texas. If a Bid Bond is submitted as bid security, it shall be executed by an approved surety company authorized to do business in the State of Texas and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Such bid security shall be so conditioned if Bidder is awarded Contract and unable or fails to furnish performance and payment bonds and execute Contract within 10 days after date of award, security shall revert to Owner as compensation for damages which Owner suffers because of such failure by Bidder.

IB-5. PERFORMANCE AND PAYMENT BONDS

With execution and delivery of the contract documents, Contractor shall furnish, on the forms provided herein, bonds, as required by the General Conditions, of 100 percent of the total contract price, executed by an approved surety company authorized to do business in the State of Texas, and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Performance and Payment Bonds submitted shall be in compliance with Chapter 2253 of the Texas Government Code.

IB-6. INTERPRETATION OF BIDS

No bid will be considered which fails to supply all information indicated, or which has any limitation or provisions placed upon it by Bidder. In case of a difference between the written words and the figures in Proposal, amount stated in written words will be considered as bid price, without recourse on the

part of Contractor. In case of ambiguity or lack of clearness in Proposal, Owner will adopt the most advantageous construction thereof or reject the bid. Owner reserves the right to accept or reject any or all bids, if it is deemed to be in the best interest of the public. Further, Owner reserves the right to reject any bids because of irregularity or to waive such irregularity if such action is in the public interest.

IB-7. DISPOSITION OF BIDS

Owner expects to make award of the contracts as soon as possible after the opening of bids, but specifically reserves the right to hold all Proposals for a period not to exceed 90 days, before making an award. No Proposal, having been opened, may be withdrawn prior to expiration of this 90-day period. Bid security of all but the successful Bidder will be returned upon making an award.

Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Advertisement for Bidders and the Instructions to Bidders.

IB-8. EXAMINATION OF SITE, PLANS, AND SPECIFICATIONS

Prior to submission of a Proposal, each Bidder shall have made a thorough examination of the site of work and of the plans and specifications, and shall become informed as to the location and nature of the proposed construction, labor conditions and all other matters that may affect the cost and time of completion of the work upon which he bids. Bidders shall make such investigations of the nature of the project as they deem necessary and shall assume all responsibility for fully informing themselves of the character of materials which will be encountered. Submission of a Proposal shall be prima facie evidence that Bidder has made such an examination. Contact Chris Welch, Airport Facilities Manager (432.560.2200), to schedule a site examination visit.

IB-9. PREBID CONFERENCE

A prebid conference will be held at 3:30 pm, Tuesday, April 2, 2024, in the Conference Room at Midland International Air & Space Port. At this time, all interested bidders will be requested to appear and present any questions they may have pertaining to this project. All bidders are urged to attend prebid conference because they will be charged with notice of the matters discussed therein. Attendance to the prebid conference is mandatory.

IB-10. INTERPRETATION OF SPECIFICATIONS PRIOR TO BIDDING

Any questions arising during the advertising period as to the meaning or intent of the specifications will be answered by an addendum which will be sent to all who have placed a deposit and/or furnished plans and Contract documents issued by Parkhill. Engineer shall receive requests for clarifications to specifications and plans at least three days prior to the date for receipt of bids.

Receipt of each addendum shall be acknowledged by Bidder in the space provided and each addendum shall be enclosed with Proposal when it is submitted. All addenda shall become a part of these contract documents.

IB-11. AVAILABILITY OF PLANS

A. For Bidders

All parties with an interest in the type of work included in the project covered by these documents shall be given a reasonable opportunity to examine the documents and prepare a bid or sub-bid. Documents may be examined without charge as noted in the Notice to Bidders.

Downloadable documents (PDF file extension format) can be obtained from the *Parkhill Info Exchange website* after registering as a plan holder with Parkhill via https://parkhill.com/projects-for-bid/ or through Debbie German, Project Coordinator, at dagerman@parkhill.com. No cost or deposit required for downloaded documents.

B. For Contractor

Contractor will be furnished five sets of specifications and plans for his use during construction. This shall include all plans and specifications furnished to material suppliers and subcontractors but does not include the executed contract copies. Plans and specifications for use during construction will be furnished directly only to Contractor. Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors, or others, as required for proper execution of the work.

Should additional sets of documents be desired, they may be purchased, by Contractor only, at the following prices, exclusive of postage or freight charges:

Plans and Specifications $150.00 per set.

IB-12. SPECIAL PROVISIONS

Attention of Bidders is directed to SPECIAL PROVISIONS included in these documents for requirements concerning scope of work, labor, insurance, and similar subjects.

IB-13. PLANT LOCATION AND STORAGE AREA

Contractors bidding on the work included in this contract who desire to locate a material storage area or other similar facility on the airport property may secure such site, buildings, or areas by direct negotiation with the Director of Airports, Midland International Air & Space Port, Midland, Texas. An area located adjacent to the project area will be identified as available for use by Contractor for staging and material storage.

IB-14. WITHDRAWAL OF PROPOSALS

Any Bidder, upon his or his authorized representative's written request, will be given permission to withdraw his Proposal not later than the time set for opening thereof. At the time of opening of Proposals, when such Proposal is reached, it will be returned to him unread.

IB-15. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of bidder and the rejection of his bid or bids:

More than one Proposal for the same work from an individual firm, partnership, or corporation under the same or different name.

Evidence of collusion among bidders. Participants in such collusion may not receive recognition as Bidders for any future work.

Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items.

Failure to submit a unit price for each item of work for which a bid price is required by Proposal.

Lack of competency as revealed by the financial statement submitted.

Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

Uncompleted work which, in the judgment of Owner, might hinder or prevent the prompt completion of additional work if awarded.

For being in arrears on existing contracts, in litigation with Owner, or having defaulted on a previous contract.

IB-16. MATERIAL GUARANTY

Before any contract is awarded, Bidder may be required to furnish a complete statement of origin, composition, or manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

IB-17. DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, Bidder will be required to conform to the DBE requirements of 49 CFR Part 26.

IB-18. WAIVER

BY SUBMITTING A BID, EACH BIDDER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM BIDDER HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS, AND OFFICERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID;
2. WAIVER OR DELETION OF ANY REQUIREMENT UNDER BID DOCUMENTS OR CONTRACT DOCUMENTS;
3. ACCEPTANCE OR REJECTION OF ANY BIDS; AND
4. AWARD OF CONTRACT

BY SUBMITTING A BID, BIDDER ACKNOWLEDGES THAT BIDDER UNDERSTANDS ALL TERMS OF BIDDING DOCUMENTS AND CONSENTS TO BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN BIDDER AND THE CITY OF MIDLAND, TEXAS.

BIDDER AGREES THIS IS THE INTENTIONAL RELINQUISHMENT OF THE LISTED PRESENTLY EXISTING KNOWN RIGHTS.

IB-19. WAIVER OF ATTORNEY FEES

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. CONTRACTOR SPECIFICALLY AGREES THAT IF CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT.

CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR.

THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

BID BOND

THE STATE OF TEXAS)

SURETY'S NO._____

COUNTY OF MIDLAND)

KNOWN ALL MEN BY THESE PRESENTS, THAT_____

_____(hereinafter called the Principal), as Principal, and_____

_____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, a home rule municipal corporation of Midland County (hereinafter called the Obligee), in the amount of_____

_____DOLLARS ($_____), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter a certain written contract with the Obligee to perform all work associated with the Airfield Wildlife Improvements – South Drainage.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect this Bid Bond as liquidated damages.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument, this day of _____, 20___.

_____ _____

Surety

By _____ By _____

Address _____ Address _____

_____ _____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PROPOSAL

_____, 2024

TO: The Mayor and City Council
City of Midland
Midland, Texas

Gentlemen:

Pursuant to foregoing Notice to Bidders, undersigned Bidder hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and anything necessary to complete all work bid, as provided by attached specifications and shown on plans, and binds himself on acceptance of this Proposal to execute Contract and Bonds per accompanying forms, performing and completing work within time stated, and furnishing all required guarantees, for the following prices to-wit:

AIRFIELD WILDLIFE IMPROVEMENTS – SOUTH DRAINAGE

ITEM	QUANTITY UNIT	DESCRIPTION	TOTAL AMOUNT
1	1 LS	Item C-100, Contractor Quality Control Plan (CQCP), complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
2	1 LS	Item C-105, Contractor Mobilization, 10%, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
3	1 LS	Item C-102, Temporary Air and Water Pollution, Soil Erosion and Siltation Control, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
4	1 LS	Barricading, Signage, and Traffic Control, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
5	1.5 AC	Item P-151-4.1, Clearing and Grubbing including Tree Removal and Grubbing, complete, per acre: _____Dollars and _____Cents ($_____)	$
6	4,610 SY	Item P-152-4.1, Excavation, Grading, and Subgrade Preparation, complete, per square yard: _____Dollars and _____Cents ($_____)	$

ITEM	QUANTITY UNIT	DESCRIPTION	TOTAL AMOUNT
7	4,610 SY	Item P-610-6.1, Concrete for Miscellaneous Structures, including 4-inch-thick Concrete Pavement and all Reinforcement, Jointing, and Appurtenances, complete, per square yard: _____Dollars and _____Cents ($_____)	$
8	900 LF	Item P-605-5.1, Joint Sealing Filler in Specified Expansion Joints, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
9	2,190 LF	Item F-162-5.1, Remove Chain Link or Range Fence, complete, per linear foot: _____Dollars and _____Cents ($_____)	$_____
10	2,190 LF	Item F-162-5.2, 8-foot Chain Link Security Fence, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
11	1 EA	Item F-162-5.3, 14-foot-wide by 8-foot-tall Double Swing Gate, complete, per each: _____Dollars and _____Cents ($_____)	$
12	100 SF	Item F-162-5.4, Reflectorized Barrier, Notice, or Gate Sign Mounted on Fence or Gates, complete, per square foot: _____Dollars and _____Cents ($_____)	$
13	1,200 LF	Item F-162-5.5, Concrete T-Beam Wildlife Deterrent, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
14	1,000 LF	Item F-162-5.6, Concrete L-Beam Wildlife Deterrent, complete, per linear foot: _____Dollars and _____Cents ($_____)	$
15	1 LS	Item F-162-5.7, Special Fencing and 16-foot Double-Swing Gate Across Channel, complete, per lump sum: _____Dollars and _____Cents ($_____)	
		TOTAL BID	

Bidder shall be required to issue a resale certificate on such materials in lieu of paying sales tax on such materials at time of purchase. The City will provide successful Bidder with a sales tax exemption certificate for such materials.

The undersigned Bidder hereby declares that he has visited the Site of the Work and has carefully examined the Plans, Specifications and Contract Documents pertaining to the Work covered by the above Bid, and that the prices bid herein are based on the minimum wage rates included in the Specifications.

The Bidder certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal.

Contractor or subcontractor, by submission of offer/execution of a contract, certifies it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
c. has not procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to Contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

Contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Bidder hereby agrees to commence work under this contract within 10 days of a date to be specified in written "Notice to Proceed" and to complete the work within the consecutive calendar day framework noted in the Contract. Bidder further agrees to pay as liquidated damages the sum of $ 1,000.00 for each consecutive calendar day beyond each phase of the days allowed; as hereinafter provided in Paragraph 32 of the General Conditions.

Bidder acknowledges receipt of the following addendum:_____

Enclosed with this Proposal is a Cashier's or Certified Check for_____ Dollars ($_____) or, a Proposal Bond in the sum of 5 percent of Greatest Amount Bid Dollars ($ 5 percent of Greatest Bid), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the Proposal is accepted by the Owner within 90 days after the date advertised for the reception of bids and the undersigned fails to execute the contract or required bonds with the Owner, under the conditions hereof, within 10 days after the date said proposal is accepted; otherwise, said check or bond shall be returned to the undersigned upon demand.

_____
Contractor

(Seal if Bidder is a Corporation)

By_____

_____
Address

NOTE: Fill in all blank spaces in this and accompanying forms and include proper bid security.

CONTRACT

STATE OF TEXAS

COUNTY OF MIDLAND

THIS CONTRACT, made and entered into this __ day of _____, 2024, by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation ("***Owner***"), and _____, ("***Contractor***").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by Owner, and under the conditions expressed in the bond bearing even date herewith, Contractor hereby agrees to commence and complete the construction of items of work included in this project, which are described as Airfield Wildlife Improvements – South Drainage, concrete-lined drainage channel and fencing.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port.

These improvements are shown on the plans and Specifications entitled "Airfield Wildlife Improvements – South Drainage" dated March 2024. Plans and Specifications are hereby incorporated herein by reference for all legal purposes and shall apply to this Contract as if fully set forth herein.

This Contract shall include all extra work in connection therewith. All work performed hereunder shall be in accordance with those certain General Conditions and Special Provisions, which are attached hereto and hereby incorporated herein by referenced for all legal purposes and shall apply to this Contract as if fully set forth herein. Contractor shall, at Contractor's own proper cost and expense, furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete said construction, in accordance with conditions and prices stated in Proposal attached hereto, and in accordance with all General Conditions and Special Provisions, and in accordance with plans, which includes all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, and Specifications therefor, as prepared by Parkhill ("***Engineer***"), each of which has been identified by endorsement of Contractor and Engineer thereon, together with Contractor's written Proposal, and General Conditions and Special Provisions, and Performance Bond and Payment Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire agreement between the parties hereof.

Contractor hereby agrees to commence work under this Contract within 10 days of a date to be specified in written "Notice to Proceed" and to complete work identified on plans within 150 consecutive calendar days from Notice to Proceed.

Contractor further agrees to pay as liquidated damages the sum of 1,000 Dollars ($1,000) for each consecutive calendar day beyond days allowed as hereinafter provided in Article 32 of the General Conditions.

Owner agrees to pay Contractor from current funds for performance of this Contract in accordance with Proposal submitted therefor, subject to additions and deductions, as provided in specifications, and to make payments on account thereof as provided therein.

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM CONTRACTOR HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND PARKHILL, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT, OR CONSTRUCTION, INTERPRETATION OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ*., AS AMENDED), CONTRACTOR AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT.

By execution of this Contract, Contractor hereby represents and warrants to the City of Midland, Texas, that Contractor has read and understood the Contract.

This Contract shall be governed by laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with this contract shall lie exclusively in Midland County, Texas. All payments and performance under or connected to this contract shall be deemed to have occurred exclusively in Midland County, Texas.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

OWNER:

CITY OF MIDLAND, TEXAS

By_____
Lori Blong, Mayor

ATTEST:

By_____
Marcia Bentley-German, City Secretary

CONTRACTOR:

By_____
Signature

Name, Title: _____
Print

Complete Address:

_____

_____

STATE OF _____

COUNTY OF _____

Before me, _____, on this day, personally
Notary

appeared, _____ (Name of Signer), who

□ is known to me

□ proved to me on the oath of _____
Witness

□ proved to me through _____
Document Description

to be the person whose name is subscribed herein and acknowledged to me execution of the same for purposes and consideration herein expressed.

Given under my hand and seal of office this

_____ day of _____, A.D., _____.
Day Month Year

Notary Seal

_____
Signature of Notary Officer

PERFORMANCE BOND
SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of the City of _____, County of _____ and State of _____, as principal, and _____ _____ hereinafter called the Surety, are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of _____ _____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, Texas, for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered a certain written contract with the Owner-Obligee, dated the _____ day of _____ 20__, to the Airfield Wildlife Improvements – South Drainage, for the Midland International Air & Space Port, Midland, Texas

specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidders, general and special conditions and other contract documents, including any addendums thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

PROVIDED further that this Performance Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in any way affect its obligation on this Bond, and it does waive notice of any

such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed thereunder.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this __day of _____, 20___.

Contractor	Surety
By_____	By_____
	(Title)

NOTE: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, the Owner must be furnished with a copy of Power of Attorney for their files.

PAYMENT BOND

SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of the City of _____, County of _____ and State of _____, as principal, and hereinafter called the Surety, are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of _____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner-Obligee, dated the _____ day of _____ 20__, to the Airfield Wildlife Improvements – South Drainage, for the Midland International Air & Space Port, Midland, Texas which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is that if said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

PROVIDE further that this Payment Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this contract, or to the Work performed thereunder, or the plans, Specifications or Drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to Bidders, shall in any way affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed thereunder.

WITNESS our hands this the _____ day of _____, 20____.

Contractor	Surety
By_____	By_____ (Title)

NOTE: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, Owner must be furnished with a copy of Power of Attorney for their files.

CERTIFICATE OF INSURANCE

TO: CITY OF MIDLAND
MIDLAND INTERNATIONAL AIR & SPACE PORT
MIDLAND, TEXAS

Date_____

Type of Project: Airfield Wildlife Improvements – South Drainage

THIS IS TO CERTIFY THAT _____
(Name of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

SAMPLE ONLY
SUCCESSFUL
CONTRACTOR
SHALL PROVIDE
CERTIFICATE FROM
INSURANCE
HIS CARRIER

TYPE OF INSURANCE	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				Public
1 person $_____				Liability
1 accident $_____				Contingent
1 person $_____				Liability
1 accident $_____				
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:_____

Description of Operations Covered:_____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or, in case there is no legal requirement, in less than five days after the insured has received such written notice.

EIGHT COPIES OF THIS
CERTIFICATE MUST BE
SENT TO THE OWNER

_____
(Name of Insurer)

By _____
Title _____
Phone _____

NOTE: THE CITY OF MIDLAND AND PARKHILL SHALL BE NAMED AS ADDITIONAL INSUREDS ON REQUIRED INSURANCE POLICIES.

EXPERIENCE RECORD

List of Projects, similar to that covered by Proposal, which Bidder has successfully completed:

Amount of Contract Award	Time of Work	Date Completed	Name and Address of Owner

List of Projects Bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Percent Completed	Name and Address of Owner

List of Surety Bonds in force on the above uncompleted work:

Amount of Contract Award	Amount of Bond	Name of Surety Company

_____
Bidder

By_____

_____
Business Address

EQUIPMENT SCHEDULE

Bidder should list the major equipment available and serviceable for use on this Work.

Portion of Work Bidder proposes to sublet, if any:

Dated this _____ day of _____, 20____.

By_____

Title_____

PACKET 14.30 March 19, 2024

CONTRACT ASSURANCE

Contractor will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the recipient deems appropriate. This may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and or
4. Disqualifying the contractor from future bidding as non-responsible.

PROMPT PAYMENT

Prime Contractor agrees to pay each Subcontractor under this Prime Contract for satisfactory performance of its contract no later than 30 working days from the receipt of each payment the prime contractor receives from the City of Midland. Prime contractor agrees further to return retainage payments to each subcontractor within 30 working days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Midland. The clause applies to both DBE and non-DBE subcontractors.

For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the City of Midland. When the City of Midland has made an incremental acceptance of a portion of a prime contract, the work of a Subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Contractor will not be reimbursed for work performed by Subcontractors unless and until the contractor ensures that the subcontractors are promptly paid for the work they have performed.

Contractor failure to comply with the requirements of the DBE Plan shall constitute a material breach of this contract. In such a case, the City of Midland reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due Contractor, not as a penalty but as liquidated damages to the City of Midland or such other remedy or remedies as the City of Midland deems appropriate.

CITY OF MIDLAND DEPARTMENT OF AIRPORTS
DBE POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Midland, Owner, and Operator of Midland International Air & Space Port, herein referred to as MAF, established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. MAF received Federal financial assistance from the Department of Transportation and as a condition of receiving this assistance, MAF signed an assurance to comply with 49 CFR Part 26.

It is the MAF policy to ensure DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy to:

1. ensure nondiscrimination in award and administration of DOT-assisted contracts;
2. create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. ensure DBE Program is narrowly tailored in accordance with applicable law;
4. ensure only firms who fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. help remove barriers to participation of DBEs in DOT-assisted contracts; and
6. assist development of firms that can successfully compete in the marketplace outside the DBE program.

An MAF staff person has been delegated as the DBE Liaison Officer. In that capacity, appointed staff is responsible for implementing all DBE program aspects. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by MAF in financial assistance agreements with the Department of Transportation.

MAF disseminated this policy statement to the City Council of the City of Midland, Texas, and all components of the organization. We distributed this statement to DBE and non-DBE business communities who perform Work for us on DOT-assisted contracts. This is accomplished via inclusion in all our Bid Documents.

Justine Ruff, Director of Airports

Section 26.37 Monitoring Responsibilities

MONITORING PAYMENTS TO DBEs AND NON-DBEs

MAF undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished as follows:

1. Prime Contractors must submit monthly proof of prompt payment to Airport.
2. DBELO will monitor prompt payment to subcontractors via review of cancelled checks and/or accounts payable ledgers submitted with monthly reports.
3. DBELO will verify checks payable to subcontractors are dated within prompt payment period.
4. DBELO may also contact DBE subcontractors by phone/email to confirm receipt of payment within prompt payment period.

Airport requires prime contractors to maintain records/documents of payment to subcontractors, including DBEs, for a minimum of three years unless otherwise provided by applicable record retention requirements for Airport financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the MAF or DOT. This reporting requirement extends to all DBE and non-DBE subcontractors.

INFORMATION TO BE SUBMITTED (26.53(B)):

MAF treats Bidder/Offeror compliance with good faith effort requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is MAF policy to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit Bids/Proposals. Award of this Contract will be conditioned upon satisfying Bid Specification requirements applying to all Bidders/Offerors, including those who qualify as a DBE. A DBE Contract goal of 9.8 percent has been established for this Contract. Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the Contract goal for DBE participation in performance of this Contract.

Types of actions to support good faith efforts at meeting Contract goal for DBE participation (not intended as an all-inclusive list and other methods by Bidder may be relevant in documenting good faith effort:

1. Have DBE subcontractors attend Prebid Meeting
2. Documentation of notices sent to potential DBE subcontractors requesting interest in bidding.
3. Documentation of emails sent to potential DBE subcontractors requesting interest in bidding.
4. Documentation (dates and times) of phone calls made to potential DBE subcontractors informing them of the Project and soliciting an interest in bidding. This should include follow-up calls to support aggressively attempting to obtain DBE participation.

Good faith effort documentation must be included with Proposal submitted.

TO INCLUDE WITH PROPOSAL:

Bidder/Offeror shall include with their proposal:

1. Form 1: Disadvantaged Business Enterprise (DBE) Utilization, (signed by Bidder/Offeror);
2. Form 2: Letter of Intent (for each DBE firm). Note: *DBE firm signature not required at time of proposal submission*; and
3. Completed Bidder Information Sheet.

UPON AWARD OF CONTRACT:

Successful Bidder/Offeror will be required to submit the following information within 5 days of Bid Opening:

(1) names and addresses of DBE firms who will participate in the Contract;
(2) description of work each DBE firm will perform;
(3) dollar amount of participation for each DBE firm participating;
(4) written documentation of Bidder/Offeror commitment to use a DBE subcontractor whose participation meets Contract goal;
(5) written confirmation from DBE of Contract participation as provided in commitment made under (4); and
(6) upon unmet Contract goal, evidence of good faith efforts. Successful Bidder/Offeror must submit DBE written confirmation of participation within five days after Bid Opening.

Midland International Air & Space Port

To all Bidders for AIP-funded projects for Midland International Air & Space Port (MAF):

Any company desiring to submit a bid on an AIP grant project for MAF, must complete a Bidder Information Sheet that includes:

- Name of Firm;
- Address of Firm;
- Age of Firm;
- If Firm is a certified Disadvantaged Business Enterprise (DBE); and
- Amount of annual gross receipts.

Before Contract is awarded, companies must also submit Demonstration of Good Faith Efforts, Form 1: DBE Utilization, and Form 2: Letter of Intent for each DBE subcontractor. If DBE goal percentage is met, complete one Form 1 and a separate Form 2 for each DBE subcontractor. If not met, complete Form 1 and submit documentation of Good Faith Efforts (see 49 CFR Part 26, Appendix A) to support percentage accomplished.

Upon Airport acceptance of bid, submit the following information to MAF Disadvantage Business Enterprises Liaison Officer (DBELO) before Project starts:

- Commitments made to all subcontractors (DBE/non-DBE): MAF Form 2: Letter of Intent or TxDOT Form 4901; and
- Proof of DBE certification of all DBE subcontractors.

Once Project starts, submit monthly to the DBELO a Monthly Progress Report (MAF form or TxDOT Forms 4903 or 4904) of actual dollar amount paid to DBE subcontractors.

Call 432.560.2200 for questions. Thank you for your time and consideration regarding this matter.

Sincerely,

MAF, Liaison Officer
Disadvantage Business Enterprise

Encl

FORMS 1 AND 2: DEMONSTRATION OF GOOD FAITH EFFORTS

Form 1: Disadvantaged Business Enterprise (DBE) Utilization

Undersigned Bidder/Offeror has satisfied bid specification requirements as follows:

☐ Bidder/Offeror met DBE contract goal:

Bidder/Offeror is committed to a minimum of 9.8% DBE utilization on this contract.

☐ Bidder/Offeror has not met DBE contract goal:

Bidder/Offeror is committed to a minimum of 9.8% DBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Legal name of Bidder/Offeror's firm: _____

Bidder/Offeror Representative: _____

Name/Title: _____

_____ _____

Signature Date

Form 2: Letter of Intent

Note: Authorized representative (AR) named herein must be a vested individual with authority to make contracting decisions on behalf of the firm.

Name of Bidder/Offeror's firm: _____

Name/title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name/title of DBE firm's AR: _____

Address: _____

City: _____ State: ____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm: _____

Description of Work	NAICS	Dollar Amount/%*	Dealer/Manufacturer**

**Percentage to be used only in negotiated procurements, including design-build contracts.*
***For material suppliers only, indicate if DBE is a manufacturer or regular dealer as defined by §26.55.*

Undersigned Bidder/Offeror is committed to utilizing the named DBE firm for work described herein. Total expected dollar value of this Work is $_____. Bidder/Offeror understands if awarded contract/agreement resulting from this procurement, it must enter a subcontract with identified DBE firm representative of listed type and amount of Work. Bidder/Offeror understands upon submitting this form with bid/offer, it may not substitute/terminate listed DBE without following procedures of 49 CFR Part 26, §26.53.

_____ _____

Signature of Bidder/Offeror's Authorized Representative Date

Undersigned DBE affirms it is ready, willing, and able to perform amount and type of work as described herein and is properly certified to be counted for DBE participation, therefore.

_____ _____

Signature of DBE's Authorized Representative Date

If Bidder/Offeror does not receive award of Prime Contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

DBE/NON-DBE MONTHLY PROGRESS REPORT FOR MAF

Project: _____ AIP Grant No.: _____

Contractor: _____ Contract Amount: _____

DBE Goal: _____ DBE Goal Dollars: _____

Contractor DBE Status (DBE/non-DBE): _____ Reporting Month: (Month/Year): _____

Vendor Number	Name of Prime/Subcontractor DBE or Non-DBE	*D/N	**Disadvantaged Group	Type of Work	***Total $ Amt Paid for Work Performed (Prime & Sub; DBE & Non-DBE)	**** $ Amt Paid to Non-DBE Firm this Pay Period	***** $ Amt Paid to DBE Firm this Pay Period

* All payments to DBE and Non-DBE firms are required to be reported (D=DBE; N=non-DBE).

** If firm is a DBE, report Disadvantaged Group the DBE firm falls under: BA=Black American; HA=Hispanic American; NA=Native American; SAA=Subcont. Asian American; APA=Asian Pacific American; NMW=Non-Minority Women; O=Other.

*** Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE/second-tier subcontractors and haulers from this column.

**** Report amount paid to non-DBE firm or sub.

***** Report amount paid to DBE firm or sub.

If using a non-DBE hauling firm that leases from DBE truck owner-operators, payments made to each owner-operator must be reported separately. Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

Submission of this report for periods of negative DBE activity is required. This report is required monthly until entirety of Project specified is completed.

I hereby certify the above is a true and correct statement of amounts paid to the DBE or Non-DBE firms listed above.

Signature: _____ Date: _____

Company Official

🛠This report must be submitted with monthly request for payment.

Midland International Air & Space Port

Department of Airports

BIDDER INFORMATION SHEET

Firm Name: _____

_____

Address: _____

_____

_____

Age of Firm: _____

Is your Firm a Certified Disadvantaged Business Enterprise (DBE)? **YES** ☐
NO ☐

Mark the category of your Firm's Annual Gross Receipts.

- ☐ **Less than $1 million.**
- ☐ **More than $1 million, less than $5 million.**
- ☐ **More than $5 million, less than $10 million.**
- ☐ **More than $10 million, less than $15 million.**
- ☐ **More than $15 million.**

SPECIAL PROVISIONS

SP-1 SCOPE OF WORK

Work to be accomplished under these Specifications including Plans shall consist of:

1.1 Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work may be generally described as clear trees and brush from Project area, grade and concrete-line a drainage channel, and install 8-foot chain-link security fence.

1.2 Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port (MAF), Midland, Texas.

1.3 Contractor shall furnish all labor, materials, and equipment necessary to complete Work called for in these Specifications and shown on the Plans.

1.4 Payment for various items of Work will be made as specified under various payment articles of Technical Sections.

SP-2 CONTRACT DOCUMENTS

All Work covered by this Contract shall be done in accordance with Contract Documents described in the General Conditions. Drawings included in documents consist of the plans entitled "Airfield Wildlife Improvements – South Drainage," dated March 2024.

Bidders shall be thoroughly familiar with all Drawings and Specifications. Contractor shall be responsible for satisfactory completion of all Work shown on Drawings or specified.

Intent of Plans and Specifications is to prescribe a complete Work or improvement which Contractor undertakes to do in full compliance with Plans, Specifications, Special Provisions, Proposal, and Contract. Contractor shall do all Work including such additional, extra, and incidental Work considered necessary to complete the Project in a satisfactory and acceptable manner, as provided in Plans, Proposal, and Contract. Unless otherwise provided in Specifications, Special Provisions, or Contract, Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to prosecute completion of Work.

Contract Documents are complementary and that called for by any one entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

- Signed Contract,
- Performance Bond,
- Special Bonds (if any),
- Proposal,
- Special Provisions,
- Notice to Bidders,
- Instructions to Bidders,
- Technical Specifications,
- Plans,
- General Conditions of Contract, and
- General Contract Provisions.

SP-3 TIME AND ORDER OF COMPLETION

Contractor is permitted to prosecute certain portions of Work in order and manner of own choosing to the best interest of the Project; however, Work shall be conducted in such manner and with such materials, equipment, and labor as required to ensure completion in accordance with Plans and Specifications within time stated in Proposal and Contract. Contractor shall furnish Parkhill with proposed progress schedule and Parkhill shall approved schedule before Work is commenced on Project.

Contractor is reminded approved material submittals are required before incorporation of materials into this Project. To avoid delays in Work progress, provide complete information to Parkhill as early as possible for review and approval.

Contractor will be required to execute various portions of the Project in phases to maintain usage of airport facilities as well as safety during the entire Project. Contractor will be allowed to develop own phasing plan which will meet phasing intent shown on Plans. Contractor phasing plan will be subject to Parkhill approval.

The following time and schedule constraints and understandings shall be included in the progress schedule preparation and Project execution:

Perimeter fencing is the secure line for MAF. Contractor shall always maintain a secure line during construction of new fencing. Do not remove existing fencing or gates until a temporary secure fence is installed to surround all proposed existing fence removal areas. Install temporary fencing on MAF property near fence work area and Contractor shall not utilize property owned by others adjacent to MAF. Temporary fencing shall consist of 6-foot-high minimum chain link topped by three strands of barbed wire. Temporary gates shall meet same requirements. Close and lock gates in temporary fences when Contractor's forces are not in work area. Do not allow temporary fences to block MAF Perimeter Road.

Other Contractors may perform Work for Owner in the same general area as that covered under this Contract. Contractor shall be expected to coordinate his Work with Work of other Contractors as required to ensure all Work can be carried out with the least possible interference with operation of other contractors or Owner. Contractor coordination with other contractors shall require Parkhill approval. Owner reserves the right to control and direct sequence of operations in areas others will be working. Provision shall be made for other contractors to have suitable space to Work, store materials, as well as access to these areas.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports and other contractors. Portions of taxiways and runways will be closed as required for proper execution of Work, but at least three days' notice will be required before closing any portion of a taxiway or runway. Director of Airports will file Notice to Airmen (NOTAMs) required for various construction operations.

When closing portions of airfield for construction, keep time closed to a minimum. Contractor is required to provide, install, and maintain approved closed runway/taxiway markings in accordance with the latest FAA Advisory Circular 150/5370 and other applicable FAA regulations. No separate measurement or payment shall be made for closed runway or taxiway marking. Coordinate all operations through Parkhill and Director of Airports.

SP-4 LIMITATION OF OPERATION

Complete each item of Work without delay. In no instance shall Contractor be permitted to transfer forces from uncompleted Work to new Work without Parkhill permission. Contractor is required to submit

a schedule of operations to Parkhill for approval. Contractor shall not commence new Work to the prejudice of Work already started.

Contractor shall take all necessary precautions to ensure operating aircraft and passenger safety as well as that of Contractor equipment and personnel. Give special considerations to flight schedules and routes taken by equipment traveling within Airport area. Contractor shall provide all such equipment with a flag on a staff attached to equipment, so flag is readily visible. Flag shall be not less than 3 feet square, checkered pattern of international orange-and-white squares, not less than 1 foot on each side. Contractor shall estimate all difficulties to be encountered. Keep equipment not actually in operation clear of landing areas. Personnel shall not enter areas of Airport where aircraft are operating without specific permission.

Nighttime construction activities are not permitted without prior approval of Parkhill and Director of Airports. If required and permitted, nighttime construction activities shall be as noted on Plans and coordinated, through Parkhill, with Director of Airports. During nighttime construction, Contractor shall provide all equipment traveling within Airport area with a flashing light that is always visible and operational.

Coordinate all operations through Parkhill and Director of Airports, so no interference with aircraft traffic on active runways, taxiways, or aprons will result from Contractor operations. Construction activities are not allowed within safety areas of any active runway/taxiway unless approved by Parkhill and Director of Airports.

- Taxiway safety area is the area within 90 feet of the centerline of any taxiway/taxilane.
- Runway safety area is the area within 250 feet of the centerline of any runway when aircraft are operating under Visual Flight Rule (VFR, clear weather) conditions, or within 570 feet of the centerline of any runway when aircraft are operating under Instrument Flight Rule (IFR, inclement weather) conditions.

As required, Contractor shall maintain flagpersons to direct construction traffic to cross or travel along any active taxiway, apron, or runway. Direct traffic away from these facilities when possible and never allow traffic to cross an active runway, taxiway, or apron without proper clearance.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports. Aprons, runways, and taxiways will be closed as required for proper execution of Work as provided in previous Articles.

Contractor shall exert every effort to maintain safety of aircraft traffic and be acquainted with rules and regulations concerning aircraft traffic safety. Maintain FAA Advisory Circular 150/5370-2G, “Operational Safety on Airports during Construction,” requirements. Violations of safety rules by Contractor workers shall result in discharge of such workers in accordance with General Conditions. Continued violations of safety rules and regulations by Contractor, after Parkhill or MAF notify Contractor of such violations, shall constitute grounds for suspending Contractor operations until steps are taken to insure a safe operation.

Contractor’s field office and material storage area may be located inside secure area of Airport but outside safety areas of taxiways/runways near construction. Contractor shall provide an area for parking all equipment not used for construction purposes, as well as for parking employee vehicles. This area shall be located away from the Airport operational area (AOA) in an area approved by Parkhill and Director of Airports. No employee or other unauthorized vehicles will be allowed within the AOA. If Contractor needs field office outside of secure area, Contractor can install temporary security fencing around office site. Airport must approve security fence.

Contractor shall utilize existing vehicle gates for employees and subcontractors. Contractor shall be responsible for allowing only authorized personnel to enter the AOA through this gate. Contractor shall always control entrance through the gate by employees or subcontractors entering/exiting the gate.

Hauling routes shall not be along/across any paved airport street, road, apron, taxiway, or runway without specific written authorization from Parkhill and Director of Airports. Any damage incurred by Contractor equipment shall be repaired by and at Contractor expense and as required by Parkhill and Director of Airports.

Contractor shall maintain pavement surfaces of runways, taxiways, and aprons, allowed to be used as hauling routes, in a clean condition, suitable for use by aircraft, as determined by Director of Airports.

Successful Bidder is subject to a pre-award review by Office of Compliance and Security, Equal Opportunity Division, Federal Aviation Administration, to determine Contractor's previous compliance status.

Contractor is subject to a preconstruction conference to discuss phasing and Project safety control after award of Contract.

SP-5 CONSTRUCTION ACTIVITY

When construction activity is performed on/adjacent to AOA, the following rules and regulations apply unless otherwise authorized by Airport Operations. **Contractor must have all picture-badged supervisors fingerprinted. Fingerprinting cost is $70.00 per person, paid by Contractor**.

5-1 AOA Badge: At least one supervisor with an AOA picture badge must always be present with any group of unbadged personnel.

5-2 Escorts: All escorts performed by Contractor within AOA must be accomplished by picture-badged personnel operating a vehicle marked by a 3- by 3-foot orange-and-white checkered flag. Traffic must always adhere to haul routes (see Subarticle 5-3). Only authorized airport personnel are to perform escorts off established haul routes.

5-3 Haul Routes: Establishment of AOA haul routes must be authorized through Airport Operations. Contractor shall furnish, erect, maintain, and remove flags for delineation of haul routes. Criteria of establishing perimeter of a haul route and restricted areas will be as follows:

A. Green flags will prominently mark either side of haul route at intervals to easily define route.

B. Yellow flags will prominently mark a boundary 500 feet adjacent to a runway centerline to delineate restricted areas during poor visibility as determined by Airport Operations.

C. Red flags will prominently mark a boundary 250 feet adjacent to a runway centerline to indicate entry is prohibited unless specifically authorized by Airport Operations.

D. Haul Routes that cross/come within 153 feet of a taxiway must have a flagperson present to control vehicular traffic.

E. No haul route may come within 1,000 feet from end of a runway unless specifically authorized by Airport Operations.

5-4 Cranes: Any construction activity utilizing a crane or other hoisting device shall have prior written approval of FAA. Contractor shall be responsible for filing prescribed forms for airspace clearance in accordance with Part 77 of Federal Aviation Regulations. Applications for airspace clearance must be submitted at least 30 days before construction activities. To avoid construction delays, Contractor is urged to timely file prescribed forms. Airspace clearance from FAA must be approved before erection of crane or other hoisting device. The following information is required:

A. Location of equipment.
B. Maximum extendable height.
C. Duration of use.
D. Daily hours of operation.

Top of crane must be marked by a 3- by 3-foot orange-and-white checkered flag and lowered at night and during periods of poor visibility as directed by Airport Operations. Cranes which exceed a height of 149 feet must be approved in writing by the FAA (FAA Form 7460-1). Contractor shall notify Parkhill at least 48 hours before erecting crane.

5-5 Restricted Areas: Construction prohibited in these areas unless authorized by Airport Operations:

A. Within 90 feet of a taxiway or apron taxiway centerline.
B. Within 250 feet parallel to runway centerline. (500 feet during poor visibility as determined by Airport Operations.)
C. Within 1,000 feet of end of the runway.
D. Within certain areas about runway to cause interference with navigational equipment.

5-6 Trenches and Excavations: No trenches or excavations allowed within these areas:

A. Within 250 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-7 Stockpiles of Material: No stockpiled material allowed within these areas:

A. Within 500 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-8 Escorts, Badges, and Permits: When construction activity is performed on/adjacent to AOA and access onto apron required, the following rules will apply unless otherwise authorized by Airport Operations:

A. Escorts: Airport Operations must escort Contractor vehicles and equipment. Contractor must observe all rules and regulations.

EXCEPTION: Vehicles displaying a Permanent AOA Access decal do not require an escort while operating on ramps.

B. AOA Badges: Contractor personnel will display AOA Identification Badge.
C. AOA Access Permit: Contractor vehicles will display AOA Access Permit or Temporary AOA Access Permit.

EXCEPTION: Construction equipment (tractors, dump trucks, cranes, etc.) are not required to display an AOA Access Permit.

5-9 Protection of Airfield Areas: Utilize these procedures to prevent inadvertent entry by aircraft or vehicles into closed sections of taxiways, runways, or aprons. Contractor shall provide all materials and labor to furnish, erect, maintain, and remove these items as subsidiary to other items in Project.

A. When any taxiway or other AOA is closed, area will be protected by cones and flashing lights set up at entrances to closed areas.
B. Appropriate NOTAMs will be issued on closure and associated maintenance or construction activity.
C. Centerline and edge lights will be turned off, removed, obliterated, or disconnected as dictated by circumstances requiring closure.
D. All excavations in existing pavement areas (e.g. mudjacking repairs) must have hole protected by cones and flashing lights, in addition to cones and lights marking closed area.
E. Major excavations (constructing new taxiways, ramps, other construction activity) or major repairs of existing taxiway/runway will be protected by 10-inch-wide by 8-foot-long plastic, FAA-approved barricades (striped orange and white) with at least two red-flashing lights on top of each barricade.
F. In some cases, taxiway centerline striping will be obliterated, and a temporary displaced centerline provided.
G. All airfield activities must be continually coordinated through Airport Operations Supervisor.

SP-6 AFFIDAVIT OF BILLS PAID

Before Owner's final acceptance of this Project, Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in construction of these improvements, are paid in full, including any retainage, and no claims are pending, of which Contractor is notified.

SP-7 CALENDAR DAY

Time for Project completion and liquidated damages shall be in accordance with provisions of General Conditions, Article GC-32 - Time for Completion and Liquidated Damages. A calendar day is every day shown on the calendar.

SP-8 PROTECTION OF PROPERTY

Contractor shall exercise care to prevent damage to all structures, above or below ground, including buildings, fences, pipelines, utilities, roads, etc., publicly, or privately owned, and including Work performed by others. Contractor is responsible for locating all underground facilities damaged by proposed construction.

Contractor shall be responsible for all damage done to either public or private property during construction except as specifically provided otherwise in these Specifications.

Known existing underground utilities and structures are shown on Plans. Locations are believed reasonably accurate but not guaranteed.

Contractor shall take all steps necessary to protect existing facilities during construction to assure continuous operation of lights for runways and taxiways which will be open for night operations.

SP-9 ELECTRIC POWER AND NATURAL GAS

Contractor shall provide electrical, natural gas, and other fuel requirements and pay for electricity, gas, or fuel consumed during Project construction. Contractor shall construct own service lines and such construction shall be in strict accordance with all applicable codes and laws.

SP-10 LINES AND GRADES

Parkhill will provide Contractor with horizontal control points and a benchmark for vertical control. Contractor shall do all construction staking. References to lines and grades as established by Parkhill shall reference these control points.

Parkhill will provide Contractor with all necessary information relating to control points set by Parkhill. Contractor will be responsible for laying out Work. Parkhill will check Contractor's grade control and major layouts at Parkhill's discretion, but this check will not relieve Contractor of responsibility of correctly locating line and grade in accordance with Plans and Specifications.

Parkhill will take all measurements necessary to determine amount of Work performed under various items payment is provided. When necessary, Work will be suspended to permit this Work, but such suspension will be as brief as practicable, and Contractor shall be allowed no extra compensation.

Contractor shall be certain as to accuracy of all measurements before constructing any permanent structure and not take advantage of any errors made in laying out Work. Contractor shall scrupulously preserve such stakes/markings as Parkhill may set for either Parkhill or Contractor guidance. In case of Contractor or employee negligence resulting in destruction of such stakes/markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due Contractor, at Parkhill discretion.

SP-11 WATER FOR CONSTRUCTION

Contractor shall provide for water requirements and pay for all water consumed during Project construction. Contractor shall arrange and pay for connections to existing water mains, fire hydrants, and piping/hauling water to the point where water is required.

SP-12 MATERIAL TESTS

Specifications require various tests on construction materials. In general, Contractor shall bear the cost of all material tests required before approval of material, source, or mix design. City will bear the cost of all passing commercial laboratory tests required for acceptance during construction of improvements and Contractor shall bear the cost of all failing construction tests.

Where only small amounts of material are used or where compliance with Specifications determined by visual inspection, no tests are required. Certificates of compliance required on all materials not tested.

All materials proposed used may be tested any time during preparation and use. If, after trial, sources of supply approved do not furnish a product of uniform quality or product from any source proves unacceptable any time, Contractor shall furnish approved material from another source.

SP-13 BARRICADES, SIGNS, AND HAZARD MARKINGS

Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for protection of Work and the safety of the public for passengers and aircraft. Before closing existing apron, runways, or taxiways, place warning signs for air traffic at such locations, visible day and night. Any movement of Contractor vehicles or equipment on/across aprons or taxiways shall carry FAA standard markings or flags. Movement of other vehicles responsible to Contractor shall be under escort, as specified in Article SP-5-2.

Barricades for runways, taxiways, and aprons closed to traffic shall consist of 10-inch-wide by 8-foot-long plastic, FAA-approved barricades. Each barricade shall have reflective striping and a red flashing light on each end. Barricades shall be spaced with no more than 10-foot clearance between flashing lights attached to successive barricades. Obstructions shall be illuminated at night. Proper illumination of obstructions is critical to safe operation of aircraft on the Airport. All warning lights shall be equipped with photocell controls to automatically turn on lights at night and off at daytime. Contractor shall check lights daily (and each night) to assure batteries/power cells are working. Immediately replace or repair any lights found out-of-order, flashing weakly, or in otherwise less than acceptable operating condition. Parkhill may suspend Work on Project if Contractor's warning lights are not maintained. A $25.00/day charge will be assessed Contractor for each light found inoperative by Owner's personnel or representatives.

SP-14 PREVENTION OF AIR AND WATER POLLUTION

Contractor shall use suitable precaution to minimize air and water pollution during Work progress. Contractor shall meet all EPA requirements concerning air and water pollution. Contractor shall implement a Stormwater Pollution Prevention Plan (SWPPP) as required by Plans and Specifications.

SP-15 PUBLIC CONVENIENCE AND SAFETY

Materials stored on the Airport shall be placed and Work always conducted to cause no greater obstruction to air and ground traffic than Parkhill consider necessary. In protecting operational areas, minimum clearances maintained for runways shall agree with Part 77 of Federal Aviation Regulations. During Project construction, Contractor shall also maintain operational safety on Airport in accordance with the FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports during Construction" and SW5200.5B, "Airport Safety during FAA-funded Airport Construction and FAA Facilities Maintenance." No runway, taxiway, apron, or roadway shall be closed or opened except by express permission from Parkhill and Director of Airports.

Contractor shall be responsible for maintaining pavement free of all rocks, gravel, dirt, and other debris where hauling is permitted on/across any active roadway, apron, runway, taxiway, or areas temporarily closed subject to opening on short notice. Contractor shall immediately remove all rocks, gravel, dirt, or other debris.

SP-16 FINAL CLEANING

As each intermediate phase of Work is completed and before opening any portion of any airfield apron, roadway, runway, or taxiway, Contractor shall be responsible for cleaning construction site and adjacent pavement as specified.

Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from site and deposited on adjacent property will not be considered

satisfactorily disposed. Cleanup cost shall be included as a part of cost of various items of Work involved with no direct compensation made for this Work.

SP-17 INSURANCE

Contractor shall not begin Work under this Contract until all insurance is obtained as required in General Conditions of Contract, proof of same is furnished to Owner, and Owner approves. All insurance required for this Project shall name the City of Midland and Parkhill as additional insureds.

Contractor shall obtain and deliver to Owner, an Owner's Protective or Contingent Public Liability Insurance Policy naming the City of Midland and Parkhill as additional insureds and amount of policy shall be as follows:

- $1,000,000 for injuries, including accidental death, to one or more persons and subject to noted limit for each person;
- $1,000,000 total limit for all damages arising out of bodily injuries to or death of two or more persons in any one accident;
- limit not less than $1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident; and
- $2,000,000 total (or aggregate) limit for all damages arising out of injury to or destruction of property during policy period.

Before Work on any Contract or subcontract begins, Contractor(s) and subcontractor(s) shall submit seven certificates to Owner for approval covering each insurance policy carried and offered as evidence of compliance with noted requirements, signed by an authorized representative of insurance company, setting forth:

- name and address of insured;
- location of operations to which insurance applies,
- number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
- policy expiration date and limit(s) of liability thereunder on date borne by such certificate;
- statement insurance of type afforded by policy applies to all operations of whatever character, undertaken by insured during performance of Contract, provided such operations are required in performance of Contract and
- provision the policy may be canceled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, and cancellation of such policy shall be effective, with copy to Owner of letter of intent.

These certificates will become a part of Contract Documents and must be included with Contract Documents before execution by the City of Midland. Coverages specified herein apply to all Contractor operations in connection with this Work, including automobile and other vehicles.

Contractor's insurance shall cover self, all subcontractors, and sub-subcontractors. All other sublevels of Contractors shall provide copies of proof of insurance if not covered by the general Contractor.

Contractor shall provide a Waiver of Subrogation in favor of the City of Midland and Parkhill on Worker's Compensation and Employee Liability Insurance, Contractor's Public Liability and Property Damage Liability Insurance, and Automobile Insurance.

SP-18 REMOVAL AND DISPOSAL OF STRUCTURES, UTILITIES, AND OBSTRUCTIONS

All materials and debris specified to be disposed by Contractor shall become Contractor's property and Contractor shall properly dispose off Airport property.

SP-19 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces shall conform to lines, grades, cross sections, and dimensions. Any deviation from Plans required by exigencies of construction shall be determined and authorized by Parkhill in writing.

SP-20 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All Work rejected or condemned shall be repaired or, if not satisfactorily repaired, removed and replaced at Contractor expense. Contractor shall immediately remove materials not conforming to Specification requirements from site of Work and replaced with satisfactory material at Contractor expense.

Work done beyond that shown on Plans, or as given, except as herein provided, without proper inspection, or any extra or unclassified Work done without written authority and prior agreement in writing as to prices, will be done at Contractor risk and considered unauthorized and, at Parkhill option, may not be measured, paid for, and may be ordered removed and replaced at Contractor expense.

Upon Contractor failure to repair satisfactorily or remove and replace, if so directed, rejected, unauthorized, or condemned Work or materials immediately after receiving formal notice from Parkhill, Owner may recover for such defective Work or materials on Contractor bond, or by action in court having proper jurisdiction over such matters, or may employ labor, equipment, and satisfactorily repair or remove and replace such Work and charge cost of same to Contractor, which will be deducted from any money due.

SP-21 DISPUTED CLAIMS FOR EXTRA WORK

In case Contractor deems extra compensation is due for Work on materials not clearly covered in Contract nor ordered by Parkhill as an extra, Contractor shall notify Parkhill in writing of intention to make a claim for such extra compensation before beginning Work on which claim is based and shall afford Parkhill every facility for keeping actual cost of Work. Contractor's failure to give such notification or afford Parkhill proper facilities for keeping strict account of actual costs, shall constitute a waiver of claim for such extra compensation. Contractor's filing of such notice and keeping of costs by Parkhill shall not in any way be construed to prove claim validity. When Work is completed, Contractor shall, within 10 days, file a claim for extra compensation with Parkhill, who will present it to Owner for consideration.

SP-22 FEDERAL PARTICIPATION

Pursuant to provisions of the Act of Congress known as the Airport Improvement Program of 1982 as amended, the United States Government may pay a portion of improvement cost. This Act of Congress provides construction Work and labor in each state shall be in accordance with laws of that state subject to FAA inspection and approval and in accordance with rules and regulations made pursuant to said Act. Construction Work, therefore, will be subject to such inspection by FAA Administrator or agents as deemed necessary to meet with requirements when Federal funds are used, but such inspection will in no sense make the Federal Government a party to this Contract nor interfere with rights of either party to Contract.

SP-23 INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER, PARKHILL, AND ALL OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY FEES, BROUGHT FOR/ON ACCOUNT OF ANY INJURIES/DAMAGES RECEIVED/SUSTAINED BY ANY PERSON(S)/PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONTRACTOR, AGENTS, EMPLOYEES, OR ANY

SUBCONTRACTOR, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR IS REQUIRED TO PAY ANY JUDGMENT WITH COSTS OBTAINED AGAINST OWNER, PARKHILL, OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER AND ALL OWNER'S OFFICERS, AGENTS, AND EMPLOYEES AND PARKHILL AND OFFICERS, AGENTS, AND EMPLOYEES OF PARKHILL FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY FEES, BROUGHT FOR/ON ACCOUNT OF ANY INJURIES/DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON(S)/PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF OWNER, OWNER'S OFFICERS, AGENTS, AND EMPLOYEES, OR ON ACCOUNT OF ANY NEGLIGENT ACT OF PARKHILL, OR OFFICERS, AGENTS, AND EMPLOYEES OF PARKHILL WHETHER SUCH NEGLIGENT ACTS WERE SOLE PROXIMATE CAUSE OF INJURY/DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CONTRACTOR OR CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS NEGLIGENCE, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF/IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR IS REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST OWNER OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

CONTRACTOR AGREES TO INDEMNIFY AND SAVE OWNER AND PARKHILL HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN FURTHERING PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE ALL OBLIGATIONS OF NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED, OR WAIVED.

CONTRACTOR HEREBY WAIVES ALL RIGHTS TO ANY ATTORNEY FEES AWARDED AS RESULT OF ANY ACTION BROUGHT UNDER THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT RELATING TO THIS CONTRACT.

SP-24 CONTRACTOR RESPONSIBILITY FOR WORK

Until acceptance by Parkhill of any part or all construction, as provided for in these Specifications, it shall be under charge and care of Contractor who shall take every necessary precaution against injury or damage to any part of Work by action of elements or from any other cause whatsoever, whether arising from execution/non-execution of Work. Contractor shall rebuild, repair, restore, and make good, at own expense, all injuries or damage to any portion of Work occasioned by any noted cause before completion and acceptance.

SP-25 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

Making Final Payment by Owner to Contractor shall not relieve Contractor of responsibility for faulty materials or workmanship. Contractor shall promptly replace any such defects discovered within one year from date of written acceptance of Work.

Performance Bond shall remain in effect until one year after date of written acceptance of Work to insure compliance by Contractor with requirements of this Article.

SP-26 TEXAS STATE SALES TAX

Work under this Contract is for an entity which qualifies for exemption pursuant to provisions of Article 151.309 of the Texas Tax Code.

Contractor performing this Contract may purchase, rent, or lease all materials, supplies, and equipment incorporated into Project by issuing an exemption certificate to supplier in lieu of tax, said exemption certificate complying with State Comptroller rulings. However, equipment and parts for equipment purchased used on Project but not incorporated into Project do not qualify for said tax exemption.

Contractor shall issue a resale certificate in lieu of paying such sales tax for all materials incorporated into Project. Further, Contractor shall separate charges for materials incorporated into Project from charges for labor. Any such exemption certificate issued by Contractor in lieu of tax shall be subject to provisions of State Comptroller rulings.

SP-27 SEPARATE CONTRACTS

Owner reserves the right to let other contracts about/near Project. Contractor shall afford other contractors a reasonable opportunity for introduction and storage of materials, execution of Work, and coordinate Work with theirs. Contractor coordination with other contractors shall require Parkhill approval. See Article SP-3 for additional requirements concerning separate Contracts.

SP-28 TRENCH SAFETY

Contractor shall strictly comply with all requirements of Occupational Safety and Health Administration (OSHA) Manual, Chapter XVII, Subpart P - Excavation, Trenching and Shoring, for all trenching and excavation operations.

If depths of trenches are encountered over 5 feet, Contractor shall cut trench walls to angle of repose of soils encountered or submit alternate shoring details to Parkhill for approval.

SP-29 LOAD RESTRICTIONS

Contractor shall comply with all legal load restrictions in hauling materials on public roads beyond limits of Work. A special permit will not relieve Contractor of liability for damage which may result from moving material or equipment.

Equipment operations of such weight or so loaded to cause damage to structures or any other type of construction will not be permitted. Hauling materials over base course is not permitted. Hauling materials over base or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before curing period expiration. Contractor shall be responsible for all damage done by hauling equipment and shall correct such damage at own expense.

SP-30 NOTICE TO PROCEED

Notice to proceed shall state the date on which it is expected Contractor will begin construction and from which date Contract time will be charged. Contractor shall begin Work to be performed under Contract within 10 days of date set by Parkhill in written Notice to Proceed, but in any event, Contractor shall notify Parkhill at least 24 hours in advance of time actual construction operations will begin.

SP-31 PAYMENT FOR MATERIALS ON HAND

Partial payments may be made to extent of delivered cost of materials to incorporate in Work, if such materials meet requirements of Contract, Plans, and Specifications and are delivered to acceptable sites on Airport property or other sites in the vicinity acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in next partial payment after these conditions are met:

A. Material is stored/stockpiled in a manner acceptable to Parkhill at/on an approved site.
B. Contractor furnished Parkhill with acceptable evidence of quantity and quality of such stored/stockpiled materials.
C. Contractor furnished Parkhill with satisfactory evidence material and transportation costs have been paid. Contractor is to provide copies of invoices paid (listing the cost of each item) for materials on hand requested on partial payment request.
D. Contractor furnished Owner legal title (free of liens/encumbrances of any kind) to material so stored/stockpiled.
E. Contractor furnished Owner evidence material stored/stockpiled is insured against loss by damage to or disappearance of such materials any time before use in Work.

Transfer of title and Owner's payment for such stored/stockpiled materials shall in no way relieve Contractor of responsibility for furnishing and placing such materials in accordance with requirements of Contract, Plans, and Specifications.

In no case will amount of partial payments for materials on hand exceed Contract price for such materials or Contract price for Contract item in which material is intended for use.

No partial payment made for stored/stockpiled living or perishable plant materials.

Contractor bears all costs associated with partial payment of stored/stockpiled materials in accordance with provisions of this subsection. See also SP-52 "Partial Payments" and GC-46 "Partial Payments."

SP-32 WEIGHING AND MEASURING EQUIPMENT

Except as modified herein, all scales and scale installations shall meet requirements of the National Institute of Standards and Technology Handbooks 44 and 112 (published by U.S. Department of Commerce and available from Superintendent of Documents, U.S. Government Printing Office, Washington, D.D. 20402-9325), except required accuracy shall be 0.4 percent of load weighed or one graduation on the scale dial. Contractor shall provide personnel, facilities, and equipment for checking scales to Parkhill satisfaction.

Check all scales before beginning operations, after each move, at times when, in Parkhill opinion, there is a question as to accuracy/adequacy, and at least once each six months. Contractor shall furnish a report of calibration from a scale mechanic licensed by the Texas Department of Agriculture using certified weights and approved by Parkhill, certifying scales meet requirements of this item. Plant operations shall cease during checking operation. When inaccuracy/inadequacy is discovered, do not resume scale use until corrective measures are complete and/or scales calibrated. When equipment is adjusted, modify to bring performance errors as close as practicable to zero value.

SP-33 PROGRESS SCHEDULE

Within 15 working days after award of Contract (or at Preconstruction Meeting), Contractor shall submit a Project progress schedule. Progress schedule shall be prepared in a form suitable to Parkhill and show proposed starting and completion dates for each phase of construction as well as each item of Work

within each phase. Progress schedule shall include a "Percent Complete Curve" with monthly amount, cumulative amount, and cumulative percent. Progress schedule, if suitable and indicates certain Project completion within the specified time, will be approved in writing by Parkhill. Revisions/changes in approved progress schedule may only be made with Parkhill approval.

SP-34 AVERAGE CLIMATIC RANGE

Time allowed for completion of entire Project shall include number of calendar days for anticipated delays due to normal weather conditions. No time extension for delays due to weather allowed until and unless such delays exceed claims for extension of time because of abnormal inclement weather. Such extension of time shall be granted only because such abnormal inclement weather prevented execution of major items of Work on normal working days. Weather conditions on a particular day may affect Work on days following the normal weather day. This subsequent delay shall not be considered abnormal, and no extension of time will be considered.

The following weather table reflects meteorological data from Midland-Odessa area and will be used to determine Contract time extensions due to abnormally inclement weather. For purposes of this Contract, "abnormally inclement weather" is interpreted as number of days more than normal number of days on which rainfall exceeds 0.01 inch, or snow/ice pellets exceed 1.0 inch. Extensions of time to complete Work will be based on calendar days and granted by monthly account. No "rain days" unused for previous months may be carried over or accountable for future periods of time.

WEATHER TABLE		
MONTH	**MEAN NO. OF RAIN DAYS[1]**	**MEAN NO. OF SNOW/ICE PELLETS DAYS[2]**
January	3	0
February	3	0
March	4	0
April	3	0
May	5	0
June	5	0
July	4	0
August	5	0
September	7	0
October	3	0
November	3	0
December	3	0
TOTAL	**48**	**0**

[1] Mean number of days' rainfall, 0.01 inch or more.
[2] Mean number of days' 1.0 inch or more.
[*] Less than 0.5 inch.

Table based on information reported from MAF, Midland, Texas.
Latitude 31 degrees, 56 minutes N Longitude, 102 degrees 12 minutes W, elevation (ground) 2,862 feet.
Means are based on records covering 10 years from 2012-2021.

SP-35 SUBSTANTIALLY COMPLETE

In various specifications "Substantially Complete" is used. Definition shall be:

"Substantially complete shall occur at time Work to be completed is complete as specified and Owner accepts/occupies facility/improvement. All equipment

shall have been completely installed, tested, ready for Owner acceptance and use, and accepted by Owner before Work is defined as substantially complete."

SP-36 SUBMITTALS

Transmit each submittal with Contractor-standard transmittal letter including Contractor name, address, and phone number. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate. Apply Contractor stamp, signed/initialed certifying review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, are in accordance with requirements of Work and Contract Documents. Schedule submittals to expedite Project and deliver to Parkhill via the Procore website (except for product samples mailed to Parkhill's physical address). Coordinate submission of related items. Identify variations from Contract Documents and product/system limitations detrimental to successful performance of completed Work. Parkhill Project Coordinator (PC) shall distribute reviewed submittals to concerned parties via the Procore website instructing parties to promptly report any inability to comply with provisions. Process/format as follows:

- Digitally upload all submittals using PDF file extension. Each submittal shall be a single PDF file including transmittal letter. Multiple files for the same submittal will not be accepted.
- Submittals in any other format, including ZIP files, will be rejected.
- Hard copies will not be accepted.
- To ensure each page is legible, PDF pages of Drawings shall be same size/scale as a hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
- Upload submittals to the Parkhill Procore website.

Submittal procedures described herein apply to Construction Progress Schedule, Products List, Shop Drawings, Product Data, Samples (actual samples to submit, not digital files), Design Data, Test Reports, Certificates, Manufacturer Instructions and Field Reports, and other types of submittals submitted to Parkhill. Submittals shall include but not necessarily limited to:

- Preliminary CPM Contractor's construction schedule.
- Detailed lighting plan for night Work (if applicable).
- Contractor's list of emergency names and phone number.
- Video and/or written report of existing facilities conditions documenting inspection results performed before start of Work.
- List of subcontractors and material suppliers with experience statement.
- Certified payroll reports and statement of compliance from Contractor and all subcontractors (submitted directly to Airport Accountant).
- Disadvantaged Business Enterprise (DBE) utilization reports (submitted with monthly pay applications).
- Three-week lookahead Project schedule (at weekly construction meetings).
- Contractor Quality Control Plan (submitted by preconstruction meeting).
- Other submittals noted in Appendix C of Construction Management Plan (CMP).
- Contractor affidavit regarding settlement of claims (closeout request).
- Original affidavit acknowledging all subcontractors, material suppliers, payrolls, bill for materials and equipment, and other indebtedness connected with Contract have been paid or otherwise satisfied (closeout request).
- Original with notary signature, full and final release, and waiver on liens from Contractor, each subcontractor, and material suppler that documents that are been paid in full (closeout request).
- Warranty (due at Final Completion).
- Maintenance and operating instructions of new equipment.

SP-37 GEOTECHNICAL INFORMATION

A Geotechnical Report for this Project is not available.

SP-38 SOVEREIGN IMMUNITY

By executing this Contract, Owner is not waiving its right to sovereign immunity. Owner is retaining immunity from suit. Owner is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

SP-39 GOVERNING LAW AND VENUE

This Contract shall be governed by laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits, or other action arising from or connected in any way to this Contract or performance of this Contract shall be in Midland County, Texas. Obligations and undertakings of each party to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced, and construed under the law of the State of Texas. Laws of the State of Texas shall govern, construe, and enforce all rights and duties of parties, including but not limited to tort claims and all Contractual claims or disputes, arising from or relating in any way that would direct application of laws of another jurisdiction.

SP-40 THIRD-PARTY BENEFICIARY

This Contract does not create a third-party beneficiary nor is there a third-party beneficiary to this Contract. No person/entity not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

SP-41 RELEASES

NOTWITHSTANDING ANY OTHER PROVISIONS, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES, AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS, AND PARKHILL, AND ITS EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS/MIGHT HAVE INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR OWNER NEGLIGENCE.

SP-42 INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all Work and services described herein as an independent Contractor and not as an officer, agent, servant, or employee of Owner; that Contractor shall have exclusive control of and exclusive right to control details of services and work performed hereunder, and all persons performing the same; and shall be solely responsible for acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between owner and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any work and services described hereunder by Contractor shall be considered an officer, agent, servant, or employee of Owner. Further, it is specifically understood and agreed that nothing in this contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious

liability. Contractor shall be an independent contractor under this Contract and shall assume all rights, obligations, and liabilities applicable to it as such independent contractor. Owner does not have the power to direct the order Work is done. Owner shall not have the right to control means, methods, or details of Contractor's work. Contractor shall assume exclusive responsibility for Work. Contractor is entirely free to do Work in its own way.

SP-43 NOTICE OF ALLEGED BREACH, STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Contractor or legal representative shall give City Manager, or other reasonable official of Owner, notice in writing (consisting of one original and seven copies of notice attached to Contract) of such damages, duly verified, within 150 days after same has been sustained. Discovery rule does not apply to giving this notice. Notice shall include when, where, and how damages occurred, apparent extent thereof, amount of damages sustained, amount for which Contractor will settle, physical and mailing addresses of Contractor at time and date claim was presented as well as physical and mailing addresses of Contractor for six months immediately preceding occurrence of such damages, and names and addresses of witnesses upon whom Contractor relies on to establish claim. Failure to notify City Manager within time and manner provided herein shall exonerate, excuse, and except Owner from any liability whatsoever. Owner is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. Owner reserves the right to request reasonable, additional information regarding claim. Said additional information shall be supplied within 30 days after receipt of notice.

Statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding another provision, Contractor failure to comply with requirements herein shall perpetually bar Contractor's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Owner has actual/constructive notice/knowledge of said claim or alleged damages. Contractor agrees requirements of this entire Contract are reasonable.

SP-44 ASSIGNMENT

Contractor shall not directly/indirectly assign all/any part of this Contract or any interest, right, or privilege herein, without prior written consent of Owner. Owner has the sole discretion on whether to grant consent to an assignment.

SP-45 WAIVER OF ATTORNEY FEES

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT OR CONSTRUCTION, INTERPRETATION, OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION/PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF CONTRACT INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, CONTRACTOR AGREES TO ABANDON, WAIVE, AND RELINQUISH ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES AN UNDERSTANDING OF ALL TERMS AND CONDITIONS OF CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED/INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO EXECUTION.

SP-46 PROMPT PAY ACT

Owner and Contractor agree Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

SP-47 PAYMENT

After Contractor completes all Work including all Change Orders altering original Scope, amount of said Contract are completed, and Owner inspected and approved that Work is completed and in compliance with Contract and all subsequent Change Orders, Owner may thereafter issue payment to Contractor in amount of Contract and all Change Orders. Owner shall be the final judge of when Contractor completes Work. Owner, at sole discretion, shall determine if Work under Contract and under any Change Orders was done to Owner requirements. Owner may make periodic payments to Contractor; however, such periodic payments may only be made pursuant to this Article and only after all Work and Change Orders are completed by Contractor and approved by Owner.

SP-48 PROJECT CLOSEOUT

Approval of Final Payment to Contractor is contingent upon completion and submittal of items listed below. Final Payment not approved until Parkhill approves Contractor's final submittal. Contractor shall:

- provide two copies of all manufacturer warranties specified for materials, equipment, and installations.
- provide weekly payroll records (not previously received) from General Contractor and all subcontractors.
- complete final cleanup. Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within limits indicated and leave site neat and presentable. Material cleared from site and deposited on adjacent property will not be considered as having been disposed satisfactorily unless Contractor obtained written permission of such property owner.
- complete all punch list items identified during Final Inspection.
- provide complete release of all claims for labor and material arising out of Contract.
- provide a certified statement signed by subcontractors indicating actual amounts paid to Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with Project.
- return copies of sales tax completion forms when applicable per state requirements.
- provide manufacturer certifications for all items incorporated in Work.
- make all required Record, As-Built, or As-Constructed Drawings available.
- deliver Project Operation and Maintenance (O&M) Manual(s).

- provide Security for Construction Warranty.
- submit equipment commissioning documentation, if required.

SP-49 DISCLOSURE OF INTERESTED PARTIES

Successful proposer will be required to complete Texas Ethics Commission Form 1295-Certificate of Interested Parties and submit completed form with executed Contracts for Project. Complete Form 1295 online at the Texas Ethics website: https://www.ethics.state.tx.us/filinginfo/1295/

Parkhill will email links to Contractor with an explanation once Contract is awarded. Contractor is responsible for completing form, printing, and submitting along with all other required Contract Documents.

SP-50 PARKHILL/RPR AUTHORITY AND DUTY

Parkhill nor RPR shall supervise, direct, or have control over Contractor's Work nor have any responsibility for construction means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with Work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents.

Parkhill nor RPR shall be responsible for any acts/omissions of Contractor, subcontractor, entity performing any portions of Work, or agents or employees of any of them. Parkhill nor RPR guarantee Contractor performance nor are responsible for Contractor's failure to perform Work in accordance with Contract Documents or any applicable laws, codes, rules, or regulations.

SP-51 ANTI-BOYCOTT STATUTES

To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Contractor hereby verifies:

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

SP-52 PARTIAL PAYMENTS

Partial Payments will be made to Contractor at least once each month as Work progresses. Said payments will be based upon estimates, prepared by Contractor for Architect/Engineer review, of the value of Work performed and materials complete and in place, in accordance with Contract, Plans, and Specifications. Such partial payments may also include delivered actual cost of those materials stockpiled and stored in accordance with Construction Contract requirements. No partial payment will be made when amount due to Contractor since last estimate is less than $500.

1) From the total amount determined payable on a partial payment, Owner shall deduct and retain 5 percent of such total amount to protect Owner interests. Unless Owner instructs otherwise, amount Owner retains will be in effect until final payment is made except:

a. Contractor may request release of retainage on work partially accepted by Owner in accordance with Construction Contract requirements. Contractor must provide a certified invoice to Owner to support retainage value held by Owner for partially accepted Work.

2) Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor received partial payment. Contractor must provide Owner evidence of prompt and full retainage payment held by prime Contractor to subcontractor within 30 days after subcontractor work is satisfactorily completed. Subcontractor work is satisfactorily completed when all tasks called for in subcontract are accomplished and documented as Owner requires. When Owner incrementally accepts a portion of a prime contract, subcontractor work covered by that acceptance is deemed satisfactorily completed.

3) When at least 95 percent of Work is completed to Owner satisfaction, Contractor shall, at Owner discretion and with consent of surety, prepare estimates of both contract value and cost of remaining work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of work remaining to be done. Remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in proposal or covered by approved change orders or supplemental agreements, except when Architect/Engineer determines such excess quantities are to be part of the final quantity for item of work in question.

No partial payment shall bind Owner to acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at time of final payment in accordance with Construction Contract requirements.

Contractor shall deliver Owner a complete release of all claims for labor and material arising out of this contract before final payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. Bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

END OF DOCUMENT

PACKET 14.59 March 19, 2024

GENERAL CONDITIONS OF CONTRACT

GC-01. OWNER

When "Owner," "Party of the First Part," or "First Party" are used in Contract Documents, it shall refer to Owner as described in Contract.

GC-02. CONTRACTOR

When "Contractor," "Party of the Second Part," or "Second Party," are used, it shall mean person(s), co-partnership, or corporation so defined in Contract who agreed to perform Work embraced in this Contract, or to legal representatives.

GC-03. ARCHITECT/ENGINEER

When "Architect/Engineer" is used in this Contract, it shall refer to Parkhill, Architect/Engineer of Owner, or such other Architect/Engineer, supervisor, or inspector, as authorized by said Owner, to act as Owner's representative with respect to services performed or furnished by Architect/Engineer.

GC-04. CONTRACT DOCUMENTS

Contract Documents shall consist of Notice to Bidders (Advertisement), Instructions to Bidders, Proposal, signed Contract, Performance Bond, Payment Bond, General Conditions of the Contract, Special Provisions, Technical Specifications, Plans, and all modifications thereof incorporated in any documents before execution of Contract.

Contract Documents are complementary and called for by any one person/entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

1. Signed Contract,
2. Performance Bond,
3. Special Bonds (if any),
4. Proposal,
5. Special Provisions,
6. Notice to Bidders,
7. Instructions to Bidders,
8. Technical Specifications,
9. Plans,
10. General Conditions of the Contract, and
11. General Contract Provisions.

GC-05. SUBCONTRACTOR

"Subcontractor," as employed herein, includes only those with a direct contract with Contractor and includes one who furnished material worked to a special design according to plans or Specifications of this Work but does not include one who merely furnished material not so worked.

GC-06. WRITTEN NOTICE

Written notice shall be deemed to be duly served if delivered in person to individual, member of firm, or officer of corporation intended, or if delivered/sent by registered mail to last business address known.

GC-07. WORK

Unless otherwise stipulated, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, water, light, power, fuel, transportation, and other facilities necessary for execution and completion of Work covered by Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials of good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of materials. Materials or Work described in words shall have a well-known technical or trade meaning and held to refer to such recognized standards.

GC-08. DELETED

GC-09. DELETED

GC-10. LAYOUT OF WORK

Except as specifically provided herein, Contractor shall be responsible for laying out all Work and accomplish Work as acceptable to Architect/Engineer. Architect/Engineer will check Contractor's layout of all major structures and other layout work done by Contractor at Contractor request, but this check does not relieve Contractor of responsibility of correctly locating all Work in accordance with Plans and Specifications.

GC-11. ARCHITECT/ENGINEER AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between parties to this Contract that Architect/Engineer will observe quality and progress of Work at various times. To prevent delays, disputes, and discourage litigation, it is further agreed Architect/Engineer shall, in all cases, determine amounts and quantities of several kinds of Work paid under this Contract. He shall determine all questions in relation to said Work and construction thereof, and in all cases, decide every question which may arise relative to execution of this Contract on part of said Contractor. Architect/Engineer estimates and findings shall be conditions precedent to right of parties hereto to any action of Contract, and any rights of Contractor to receive any money under this Contract; provided, however, should Architect/Engineer render any decision or give any direction, which in the opinion of either party hereto, is not in accordance with meaning and intent of this Contract, either party may file with said Architect/Engineer within 30 days, written objection to decision/direction so rendered. Contract intent is for there to be no delay in execution of Work; therefore, written decisions/directions of Architect/Engineer as rendered shall be promptly carried out and any claim arising therefrom shall be thereafter adjusted as hereinafter provided.

Architect/Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor, a written decision on all claims of parties hereto and all questions which may arise relative to execution of Work or interpretation of Contract, Specifications, and Plans. Should Architect/Engineer fail to make such decision within a reasonable time, an appeal may be taken as if decision was rendered against party appealing.

When "directed," "required," "permitted," "designated," "considered necessary," "prescribed," "approval," "acceptable," "satisfactory," or words of like import are used, it is understood direction, requirement, permission, order, designation, prescription, approved by, acceptable, or satisfactory of Architect/Engineer is intended.

In Specifications or Drawings accompanying this Contract, terms of description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but necessarily described in general terms, fulfillment of which must depend on individual judgment, in all such cases, any question of fulfillment of said Specifications shall be decided by Architect/Engineer, and said work done in accordance with interpretations of meaning of words, terms, or clauses defining character of Work.

GC-12. SUPERINTENDENCE AND PROJECT REPRESENTATION

It is agreed by Contractor that Architect/Engineer may appoint such subordinate engineers, supervisors, or Project representatives as Architect/Engineer may deem proper to inspect material furnished and Work done under this Contract, see said material is furnished and done in accordance with Specifications therefor. Contractor shall furnish all reasonable aid and assistance required by subordinate engineers, supervisors, or Project representatives for proper inspection and examination of Work. Contractor shall regard and obey directions and instructions of any subordinate engineers, supervisors, or Project representatives so appointed when such directions and instructions are consistent with obligations of this Contract and accompanying Plans and Specifications, provided; however, should Contractor object to any orders by any subordinate engineer, supervisor, or Project representative, Contractor may, within six days, make written appeal to Architect/Engineer for his decision.

GC-13. CONTRACTOR DUTY AND SUPERINTENDENCE

Contractor shall give personal attention to faithful prosecution and completion of this Contract and keep on Work, during progress, competent superintendent, and any necessary assistants all satisfactory to Architect/Engineer. Superintendent shall represent Contractor when absent and all directions given shall be as binding as if given to Contractor. Adequate supervision by competent and responsible Contractor representatives is essential to proper performance of Work and lack of such supervision shall be grounds for suspending Contractor operations. Confirm important directions in writing to Contractor. Confirm other directions on written request in each case.

GC-14. CONTRACTOR UNDERSTANDING

It is understood and agreed that Contractor is, by careful examination, satisfied as to nature and location of Work, confirmation of ground, character, quality, and quantity of materials to be encountered, character of equipment and facilities needed preliminary to and during prosecution of Work, general and local conditions, and all other matters which can in any way affect Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of Owner, either before or after execution of this Contract, shall affect or modify any terms or obligations herein contained.

GC-15. CHARACTER OF WORKERS

Contractor agrees to employ orderly and competent employees, skillful in performance of work required under this Contract, to do Work; and agrees whenever informed by Architect/Engineer in writing, any employee(s) on Work are, in Architect/Engineer opinion, incompetent, unfaithful, or disorderly, such employee(s) shall be discharged from Work and not again employed on Work without Architect/Engineer's written consent.

GC-16. CONTRACTOR BUILDINGS

Building structures for housing employees, erecting tents, or other forms of protection will be permitted only at such places as Architect/Engineer shall direct, and sanitary conditions of grounds in or about such structures shall always be maintained as satisfactory to Architect/Engineer.

GC-17. SANITATION

Contractor shall construct and maintain necessary sanitary conveniences for use of laborers on work, properly secluded from public observation, approved by Architect/Engineer, and use strictly enforced.

GC-18. SHOP DRAWINGS

Contractor shall submit to Architect/Engineer with such promptness as to cause no delay in Work of any Contractor, Shop/Setting Drawings and schedules required for Work of various trades, and Architect/Engineer shall pass upon them with reasonable promptness, making required corrections. Architect/Engineer approval of such Drawings or schedules, shall not relieve Contractor from responsibility for deviations from Drawings or Specifications, unless Architect/Engineer called attention to, in writing, such deviations at time of submission nor relieve Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

GC-19. PRELIMINARY APPROVAL

Architect/Engineer shall not have power to waive obligations of this Contract for furnishing by Contractor of good material, and performing good work as herein described, and full accordance with Plans and Specifications. No failure or omission of Architect/Engineer to condemn any defective work or material shall relieve Contractor from obligations to tear out, remove, and properly replace same at any time prior to final acceptance upon discovery of said defective Work or material, provided; however, Architect/Engineer shall, upon request of Contractor, inspect, accept, and/or reject any material furnished, and in event material was once accepted by Architect/Engineer, such acceptance shall be binding on Owner, unless clearly shown such material furnished does not meet specifications for this work. Any questioned work may be ordered taken up or removed for Architect/Engineer to re-examine, prior to final acceptance, and, if found not in accordance with Specifications for said Work, all expense of removing, re-examination, and replacement shall be borne by Contractor, otherwise expense thus incurred shall be allowed as "Extra Work" and paid for by Owner, provided, where inspection or approval is specifically required by Specifications prior to performance of certain Work, should Contractor proceed with such Work without requesting prior inspection or approval, Contractor shall bear all expense of taking up, removing, and replacing Work if so directed by Architect/Engineer.

GC-20. DEFECTS AND REMEDIES

It is further agreed if Work or any part thereof, or any material brought on site of Work for use in Work or selected for same, shall be deemed by Architect/Engineer as unsuitable or not in conformity with Specifications, Contractor shall, after receipt of written notice thereof from Architect/Engineer, forthwith remove such material and rebuild or otherwise remedy such work for full accordance with this Contract.

GC-21. CHANGES AND ALTERATIONS

Contractor further agrees Owner may make such changes and alterations as Owner sees fit, in line, grade, form, dimensions, plans, or materials for Work herein contemplated, or any part thereof, before or after beginning construction without affecting validity of this Contract and accompanying performance bond.

If such changes or alterations diminish quantity of Work to do, they shall not constitute basis for a claim for damages, or anticipated profits on Work that may be dispensed with, except as provided for unit price items under "Estimated Quantities." If amount of Work is increased or decreased, and Work can fairly be classified under Specifications, price adjustment for such increase or decrease shall be made according to quantity actually done and at unit price, if any, established for such work under this Contract, except as provided for unit price items under "Estimated Quantities;" otherwise, price adjustment for such changed work shall be made as provided under "Extra Work." In case Owner shall make such changes or alterations as useless any material already done or material already furnished or used, Owner shall recompense Contractor for any material or labor so used, and any actual loss occasioned by such change, due to actual expense incurred in preparation as originally planned.

GC-22. RIGHT OF ARCHITECT/ENGINEER TO MODIFY METHODS AND EQUIPMENT

If at any time, methods or equipment used by Contractor are found inadequate to secure quality of Work or rate of progress required under this Contract, Architect/Engineer may order Contractor, in writing, to increase safety or improve character and efficiency, and Contractor shall comply with such order.

If at any time, working force of Contractor is inadequate for securing progress herein specified, Contractor shall, if so ordered in writing, increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with schedule of progress.

GC-23. KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE

Architect/Engineer shall furnish Contractor with an adequate and reasonable number of copies of all Specifications without additional expense, and Contractor shall keep one copy of same constantly accessible on Work, with latest revisions noted thereon.

GC-24. OWNERSHIP OF DRAWINGS

All Drawings, Specifications, and copies thereof furnished by Architect/Engineer shall not be reused on other work, and with exception of signed contract sets, are returned to him on request, at completion of Work. All models are property of Owner.

GC-25. ADEQUACY OF DESIGN

It is understood Owner employed competent Engineers and Designers. It is, therefore, agreed Owner shall be responsible for adequacy of design, sufficiency of Contract Documents, safety of structure, and practicability of operations of completed Project, provided Contractor complied with requirements of said Contract Documents, all approved modifications thereof, additions, and alterations thereto approved in writing by Owner. Burden of proof of such compliance shall be upon Contractor to show compliance with said requirements of Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

GC-26. RIGHT OF ENTRY

Owner reserves the right to enter property or location on which Work herein contracted for are to be constructed or installed, by such agent(s) as elected, to supervise and inspect Work, or construct or install such collateral work as said Owner may desire.

GC-27. COLLATERAL CONTRACTS

Owner agrees to provide by separate contract or otherwise, all labor and material essential to completion of Work specifically excluded from this Contract, not delaying progress of Work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in Contract Documents.

GC-28. DISCREPANCIES AND OMISSIONS

It is further agreed the intent of this Contract is all Work must be done and material furnished in accordance with generally accepted practice, and in the event of any discrepancies between separate Contract Documents, priority of interpretation defined under “Contract Documents” shall govern. In the event of a remaining doubt as to meaning and intent of any portion of Contract, Specifications, or Drawings, Architect/Engineer shall define which is intended to apply to Work.

GC-29. DELETED

GC-30. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall take out and procure a policy of worker compensation with an insurance company licensed to transact business in the State of Texas, which policy shall comply with Workman's Compensation Law of the State of Texas. Contractor shall always exercise reasonable precautions for the safety of employees and others on/near Work and comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery, equipment, and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. Contractor, sureties, and insurance carriers shall defend, indemnify, and save harmless Owner and all officers, agents, employees, Architect/Engineer, agents, and employees from all suits, actions, or claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any persons/property, on account of any negligent act or fault of Contractor or any subcontractor, agents, or employees, in execution and supervision of said Contract and Project of this Contract or on account of Contractor or any subcontractor failure to provide necessary barricades, warning lights, or signs, and will be required to pay any judgment with costs obtained against Owner or any officers, agents, or employees, and/or Architect/Engineer, agents, and/or employees.

Safety precautions taken shall be sole responsibility and discretion of Contractor, as an independent contractor; inclusion of this paragraph in Contract, as well as any notice given by Owner, Architect/Engineer, or representatives concerning omissions under this article as Work progresses, are intended only as reminders to Contractor of duty and not construed as any assumption of duty to supervise safety precautions by Owner or Architect/Engineer.

GC-31. CONTRACTOR INSURANCE

Contractor shall procure and carry, at sole cost and expense, throughout life of Contract, insurance protection as hereinafter specified. All Insurance shall name Owner and Architect/Engineer as additional insureds except Worker's Compensation and Employer Liability Insurance. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and cover all operations in connection with this Contract. Contractor insurance shall cover self and, at minimum, all subcontractors, and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by General Contractor.

Contractor shall provide a Waiver of Subrogation in favor of City of Midland and Parkhill on Worker's Compensation, Employer Liability Insurance, Contractor's Public Liability, Property Damage Liability Insurance, and Automobile Insurance.

a. Worker's Compensation and Employer Liability Insurance: As required by statute, covering all employees employed on Work whether employed by Contractor or subcontractor.
b. Contractor's Public Liability and Property Damage Liability Insurance: Providing for a limit not less than $1,000,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of $1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $1,000,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $2,000,000.00 for all damages arising out of injury to or destruction of property during policy period.
c. Automobile Insurance: Providing a limit not less than $1,000,000.00 for injuries, including accidental death, to any one person and, subject to same limit for each person a total limit of $2,000,000.00 on account of one accident, and automobile property damage insurance in an amount not less than $500,000.00.

d. Proof of Insurance Carriage: Before Work on any Contract or subcontract, each Contractor and subcontractor shall submit to Owner for approval, six certificates covering each insurance policy carried and offered as evidence of compliance with requirements, signed by an authorized representative of the insurance company, setting forth:

1. Name and address of insured;
2. Location of operations to which insurance applies;
3. Number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
4. Expiration date of policy and limit(s) of liability thereunder on date borne by such certificate;
5. Statement that insurance of type afforded by policy, applied to all operations of whatever character, undertaken by insured during performance of this Contract, provided such operations are required in performance of Contract; and
6. Provision that policy may be cancelled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, cancellation of such policy shall be effective, with copy to Owner of letter of intent.

GC-32. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between Contractor and Owner, date of beginning and time for completion as specified in Contract of Work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract; and further mutually understood and agreed Work embraced in this Contract shall be commenced on a date to be specified in "Notice to Proceed."

Contractor agrees said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within time specified. It is expressly understood and agreed, by and between Contractor and Owner, time for completion of Work described herein is a reasonable time for completion of same, taking into consideration average climatic range and usual industrial conditions prevailing in this locality.

If said Contractor shall neglect, fail, or refuse to complete Work within time herein specified, or any proper extension thereof granted by Owner, Contractor does hereby agree, as a part consideration for awarding this Contract, to pay to Owner amount specified in Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each calendar day Contractor shall be in default after time stipulated in Contract for completing Work.

Said amount is fixed and agreed upon by and between Contractor and Owner because of impracticability and extreme difficulty of fixing and ascertaining actual damages Owner would in such event sustain, and said amount is agreed to be amount of damages Owner would sustain and said amount retained as necessary by Owner from current periodical estimates.

It is further agreed time is of the essence of every portion of this Contract and Specifications wherein a definite and certain length of time is fixed for performance of any act whatsoever; and where under Contract an additional time is allowed for completion of any work, new time limit fixed by such extension shall be of the essence of this Contract. Provided, Contractor shall not be charged with liquidated damages or any excess cost when Owner determines Contractor is without fault and Contractor's reasons for time extension are acceptable to Owner; Provided, further, Contractor shall not be charged with liquidated damages of any excess cost when delay in completion of Work is due:

a. To any preference, priority, or allocation order duly issued by the Government;
b. To unforeseeable cause beyond Contractor control and without fault or negligence including but not restricted to acts of God or public enemy, acts of Owner, acts of another Contractor in performance of contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
c. To any delays of subcontractors/suppliers occasioned by any cause specified in (a) and (b) of this article:

Provided further, Contractor shall, within 10 days from beginning of such delay, unless Owner shall grant a further time prior to date of final settlement of Contract, notify Owner in writing of causes of delay, who shall ascertain facts and extent of delay and notify Contractor within a reasonable time of decision in the matter.

GC-33. PRICE FOR WORK

In consideration of furnishing all necessary labor, equipment, and material and completion of all work by Contractor, and on delivery of all material embraced in this Contract in full conformity with Specifications and stipulations herein contained, Owner agrees to pay Contractor prices set forth in Proposal hereto attached, made a part of this Contract, and Contractor hereby agrees to receive such prices in full for furnishing all material and labor required for aforesaid Work, also for all expenses incurred, and well and truly performing same and whole thereof in the manner and according to this Contract, Specifications, Drawings, and requirements of Architect/Engineer.

GC-34. BONDS

It is further agreed by parties to this Contract that Contractor will execute bonds in sum of 100 percent of total contract price for satisfactory performance of Work and payment of all labor, materials, and equipment in accordance with this Contract on forms provided for this purpose, executed by an approved surety company authorized to do business in the State of Texas, and agreed this Contract shall not be in effect until such bonds are furnished and approved by Owner. Performance and Payment Bonds shall comply with Chapter 2253 of the Texas Government Code.

GC-35. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of Work to be done, action of elements, any unforeseen circumstances in prosecution of same, or unusual obstructions/difficulties encountered in prosecution of Work, shall be sustained, and borne by Contractor at own expense.

GC-36. PROTECTION OF ADJOINING PROPERTY

Said Contractor shall take proper means to protect adjacent/adjoining property/properties, in any way encountered, which might be injured/seriously affected by any process of construction undertaken under this Contract, from any damage/injury by reason of said process of construction; and shall be liable for any/all claims for such damage on account of failure to fully protect all adjoining property. Contractor agrees to indemnify, save, and hold harmless Owner against any claim(s) for damages due to any injury to any adjacent or adjoining property, arising/growing out of performance of Contract, but any such indemnity shall not apply to any claim of any kind arising out of existence or character of Work.

GC-37. PROTECTION AGAINST SUBCONTRACTOR, LABORER, MATERIALMEN AND FURNISHER OF MACHINERY, EQUIPMENT, AND SUPPLY CLAIMS

Contractor agrees to indemnify and save Owner harmless from all claims growing out of lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in furthering the performance of this Contract. When so desired by Owner, Contractor shall furnish satisfactory evidence that all obligations of nature herein designated, have been paid, discharged, or waived. If Contractor fails, Owner may, at Contractor option, pay directly any unpaid bills, of which Owner has written notice, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any/all such lawful claims until satisfactory evidence is furnished that all liabilities were fully discharged, whereupon payments to Contractor shall be resumed in full, in accordance with terms of this Contract, but in no event shall provisions of this article be construed to impose any obligations upon Owner by either Contractor or surety.

GC-38. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

Contractor shall pay all royalties and license fees and provide use of any design, device, material, or process covered by letters patent or copyright by suitable legal contract with patentee/owner. Contractor shall defend all suits/claims for infringement of any patent/copyrights and indemnify and save Owner harmless from any loss on account thereof, except Owner shall defend all such suits and claims and be responsible for all such loss when a particular design, device, material, or process/product of a particular manufacturer is specified/required by Owner provided; however, if choice of alternate design, device, material, or process is allowed, Contractor shall indemnify and save Owner harmless from any loss on account of thereof. If material/process specified/required by Owner is an infringement, Contractor shall be responsible for such loss unless promptly giving such information to Owner.

GC-39. LAWS AND ORDINANCES

Contractor shall always observe and comply with all Federal, State, and local laws, ordinances, and regulations, which affect Contractor Work, and indemnify and save harmless Owner against any claims arising from violation of any such laws, ordinances, and regulations by Contractor or employees, except where such violations are called for by provisions of Contract Documents. If Plans and Specifications are at variance therewith, Contractor shall promptly notify Architect/Engineer in writing, and any necessary changes be adjusted as provided in Contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, and without such notice to Architect/Engineer, Contractor shall bear all costs arising therefrom. In case Owner is a body politic and corporate law deriving powers, insofar as same regulates objects for which, in manner in which, or conditions under which Owner may enter into contract, shall be controlling, and considered as part of this Contract, to same effect as though embodied herein.

GC-40. ASSIGNMENT AND SUBLETTING

Contractor further agrees to retain personal control and give personal attention to fulfillment of Contract and not assign by Power of Attorney, or otherwise, or sublet said Contract without written consent of Owner, and no part or feature of Work will be sublet to anyone objectionable to Architect/Engineer or Owner. Contractor further agrees subletting of any portion/feature of Work or materials required in performance of this Contract, shall not relieve Contractor from full obligations to Owner, as provided by this Contract.

GC-41. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this Contract, unless otherwise herein specifically provided, Contractor be allowed to prosecute Work at such times and sessions, in such order of precedence and manner most conducive to economy of construction provided; however, order and time of prosecution shall be such that Work shall be substantially completed as a whole or in part, in accordance with this Contract, Plans, and Specifications, and within time of completion designated in proposal; provided also, when Owner is having other work done, by contract or his own force, Architect/Engineer may direct time and manner of constructing Work done under this Contract so conflict will be avoided and construction of various works done for Owner shall be harmonized.

Contractor shall submit, at such times reasonably requested by Architect/Engineer, schedules to show order in which Contractor proposes to carry on Work, with dates at which Contractor will start several parts of Work and estimated dates of completion of several parts.

GC-42. EXTENSION OF TIME

Should Contractor be delayed in completion of Work by any act/neglect of Owner, Architect/Engineer, any employee of either, other contractors employed by Owner, changes ordered in Work, strikes, lockouts, fires, and unusual delays by common carriers, unavoidable cause(s) beyond Contractor's control, or any cause which Architect/Engineer decides justifies delay, an extension of time shall be allowed for completing Work, sufficient to compensate for delay, amount of extension determined by Architect/Engineer, provided, however, Contractor shall give Architect/Engineer prompt notice in writing of cause of such delay.

GC-43. HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances/delays from any cause (except where Work is stopped by order of Owner for own convenience) during progress of any portion of Work embraced in this Contract. In case said Work shall be stopped by act of Owner, such expense as in judgment of Architect/Engineer is caused by such stoppage of said Work shall be paid by Owner to Contractor.

GC-44. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind allowed, but actual measured and/or computed length, area, solid contents, number, and weight only considered, unless otherwise specifically provided.

GC-45. ESTIMATED QUANTITIES

This Contract, including Specifications, Plans, and estimate, is intended to clearly show all Work to be done and material furnished hereunder. Where estimated quantities are shown for various classes of work to be done and material furnished under this Contract, they are approximate, used only as a basis for estimating probable cost of Work, and comparing proposals offered for Work. It is understood and agreed the actual amount of Work to be done and material furnished under this Contract may differ somewhat from these estimates, and where basis for payment under this Contract is unit price method, payment shall be for actual amount of such work done and material furnished.

Where payment is based on unit price method, Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any differences found between quantities of Work actually done, material actually furnished under this Contract, and estimated quantities contemplated and contained in proposal; provided, however, where actual quantity of any major item in this Contract is an estimated quantity and actual quantity of such "major item" varies more than 25 percent above or below estimated quantity stated in this Contract, an equitable adjustment in Contract price shall be made upon demand of either party. Equitable adjustment shall be based upon any increase/decrease in costs due solely to variation above 125 percent or below 75 percent of estimated quantity.

"Major Item" shall be any individual bid item included in proposal with a total cost equal to or greater than 10 percent of total Contract cost, computed on basis of original bid proposal, quantities, and Contract unit prices.

Any revised consideration is to be determined by agreement between parties, otherwise by terms of this Contract, as provided under "Extra Work."

GC-46. PARTIAL PAYMENTS

On/before the last day of each month, Contractor shall prepare for Architect/Engineer review, a statement showing, as completely as practicable, total value of Work done by Contractor for prior month/period. Statement shall also include value of all sound materials delivered on site of Work to be fabricated into Work. Architect/Engineer, after approval, shall submit Contractor's partial pay application to Owner.

Owner shall then pay Contractor total amount of Architect/Engineer's statement, less 5 percent of amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums may be retained by Owner under terms of this Contract. It is understood; however, in case whole Work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on part of Contractor, Owner may, upon Architect/Engineer written recommendation, pay a reasonable and equitable portion of retained percentage to Contractor; or Contractor, at Owner's option, may be relieved of obligation to fully complete Work, and thereupon, Contractor shall receive payment of balance due under Contract subject only to conditions stated under "Final Payment."

GC-47. USE OF COMPLETED PORTIONS

Owner shall have the right to take possession of and use any completed/partially completed portions of Work, notwithstanding time for completing entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with Contract Documents. If such prior use increases cost of or delays Work, Contractor shall be entitled to such extra compensation, or extension of time, or both, as Architect/Engineer determines.

GC-48. FINAL COMPLETION AND ACCEPTANCE

Within 20 days after Contractor gives Architect/Engineer written notice that Work is complete, Architect/Engineer and Owner shall inspect Work and within said time, if Work is completed in accordance with Contract Documents, Architect/Engineer shall issue to Owner and Contractor a Certificate of Completion, and thereupon it shall be duty of Owner, within 10 days, to issue a Certificate of Acceptance of Work to Contractor.

GC-49. FINAL PAYMENT

Upon issuance of Certificate of Completion, Architect/Engineer shall proceed to make final measurements and prepare final statement of value of all Work performed and materials furnished under terms of Contract and certify same to Owner, who shall pay Contractor on/before the 20th day after date of Certificate of Completion, or if governmental financial assistance is involved, within 30 working days of receipt of final payment from applicable governmental authority, balance due Contractor under terms of this Contract, provided full performance of contractual obligations under terms of this Contract; and said payment shall become due in any event upon said performance by Contractor. Neither Certificate of Acceptance, final payment, nor any provision in Contract Documents, shall relieve Contractor of obligation for fulfillment of any warranty required in Special Provisions of Specifications.

GC-50. PAYMENT WITHHELD

Owner may, on account of subsequently discovered evidence, withhold/nullify whole/part of any certificate to such extent as necessary for protection from loss on account of:

a. Defective work not remedied;
b. Claims filed or reasonable evidence indicating possible filing of claims;
c. Contractor failure to make payments properly to subcontractors, for material, or labor; and/or
d. Damage to another contractor.

When grounds removed or Contractor provides a Surety Bond satisfactory to Owner to protect Owner in amount withheld, payment shall be made for amounts withheld because of them.

GC-51. DELAYED PAYMENTS

Should Owner fail to pay Contractor of sum named in any partial/final statement, when payment is due, or Architect/Engineer fails to issue any statement on/before date provided, Owner shall pay Contractor, in addition to sum shown as due by such statement, interest thereon at the rate of 6 percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, fully liquidating any injury to Contractor growing out of such delay in payment, but right is expressly reserved to Contractor in the event payments not promptly made as provided under "Partial Payments," to at any time thereafter treat Contract as abandoned by Owner and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with provisions of "Payments Withheld."

GC-52. EXTRA WORK

"Extra Work," as used in this Contract, shall mean/include all Work required by Architect/Engineer or Owner done by Contractor to accomplish any change, alteration, or addition to Work shown upon Plans, or reasonably implied by Specifications, and not covered by Contractor's Proposal, except as provided under "Changes and Alterations" herein.

It is agreed Contractor shall perform all Extra Work under Architect/Engineer direction when presented with a written Extra Work Order signed by Architect/Engineer, subject, however, to right of Contractor to require a written confirmation of such Extra Work Order by Owner. It is also agreed compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices; or
Method B - By agreed lump sum; or
Method C - If neither Methods A nor B are agreed upon before Extra Work is commenced, Contractor shall be paid "actual field cost" of Work, plus 15 percent.

In the event said Extra Work be performed and paid for under Method C, provisions of this Article shall apply and "actual field cost" defined to include cost of all workmen such as foremen, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for time actually employed/used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage, Workmen's Compensation, and all other insurance as required by any law/ordinance, or directed by Architect/Engineer or Owner, or by them agreed to. Architect/Engineer may direct form in which accounts of "actual field cost" shall be kept and records of these accounts made available to Architect/Engineer. Architect/Engineer may also specify in writing, before Work commences, method of doing Work as well as type and kind of machinery and equipment to be used; otherwise, these matters determined by Contractor. Unless otherwise agreed upon, prices for use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated

General Contractors of America. Where practicable, terms and prices for use of machinery and equipment shall be incorporated in Written Extra Work Order. The 15 percent of "actual field cost" paid Contractor, shall cover and compensate profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within "actual field cost" as herein defined, save that where Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then cost to maintain and operate same shall be included in "actual field cost."

No claim for Extra Work of any kind allowed unless Architect/Engineer orders in writing. In case any oral/written orders/instructions appear to Contractor to involve Extra Work for which compensation or adjustment in construction time should be received, Contractor shall make written request to Architect/Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does/does not constitute Extra Work, or as to payment therefor, and Architect/Engineer insists upon performance, Contractor shall proceed with Work after making written request for written order and keep an accurate account of "actual field cost" thereof, as provided under Method C. Contractor will thereby preserve right to submit matter of payment by filing a claim as herein provided.

GC-53. TIME OF FILING CLAIMS

It is further agreed by both parties hereto, all questions of dispute/adjustment presented by Contractor shall be in writing and filed with Architect/Engineer within 15 days after Architect/Engineer gives any directions, order, or instruction to which Contractor desires to take exception. Architect/Engineer shall reply to such written exceptions by Contractor and render a final decision in writing. In case Contractor should appeal from Architect/Engineer's decision, appeal shall be filed with Architect/Engineer and Owner in writing within 10 days after date of delivery to Contractor of Architect/Engineer's final decision. It is further agreed final acceptance of Work by Owner and acceptance by Contractor of final payment, shall be a bar to any claim by either party, except as noted otherwise in Contract Documents.

GC-54. DELETED

GC-55. ABANDONMENT BY CONTRACTOR

In case Contractor should abandon and fail/refuse to resume work within 10 days after written notification from Owner or Architect/Engineer, or Contractor fails to comply with Architect/Engineer orders, when such orders are consistent with Contract Documents, then if where a performance bond exists, Surety on bond shall be notified in writing and directed to complete Work, and a copy of said notice be delivered to Contractor.

After receiving said notice of abandonment, Contractor shall not remove from Work any machinery, equipment, tools, materials, or supplies on the job, but same, together with any materials and equipment under contract for Work, may be held for use on Work by Owner or Surety on construction bond, or another contractor in completion of Work; and Contractor shall not receive any rental/credit therefor (except when used in connection with Extra Work, where credit allowed as provided for under "Extra Work"), it understood use of such equipment and materials will ultimately reduce cost to complete Work and reflected in final settlement.

If no performance bond provided or Surety should fail to commence compliance with notice for completion herein provided for, within 10 days after service of such notice, Owner may provide for completion of Work in either of the following elective manners:

a. Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials, and supplies as Owner deems necessary to complete Work and charge expense of such labor, machinery, equipment, tools, materials, and supplies to Contractor, and expense charged shall be deducted and paid by Owner out of such moneys due or may thereafter any time become due to Contractor under and by virtue of this Contract. In case such expense is less than

sum payable under this Contract, if same had been completed by Contractor, then Contractor shall receive the difference. In case such expense is greater than sum payable under this Contract, if same completed by said Contractor, then Contractor and/or Surety shall pay amount of such excess to Owner; or

b. Owner under sealed bids, after five days' notice, published one or more times in a newspaper having general circulation in county of location of Work, may let Contract for completion of Work under substantially same terms and conditions provided in this Contract. In case of any increase in cost to Owner under new contract as compared to what would have been cost under this Contract, such increase shall be charged to Contractor and Surety shall remain bound therefor. However, should cost to complete any such new contract prove less than cost to complete under this Contract, Contractor and/or Surety shall be credited therewith.

When Work shall have been substantially completed, Contractor and Surety shall be so notified and Certificates of Completion and Acceptance, as provided herein, issued. Complete itemized statement of Contract accounts, certified to by Architect/Engineer as correct, shall then be prepared and delivered to Contractor and Surety, whereupon Contractor and/or Surety, or Owner as case may be, shall pay balance due as reflected by said statement, within 15 days after date of such Certificate of Completion.

In the event statement of accounts shows cost to complete Work is less cost to Owner, had Work been completed by Contractor under terms of this Contract; or when Contractor and/or Surety shall pay balance shown due by them to Owner, then all machinery, equipment, tools, materials, or supplies left on site of Work shall be turned over to Contractor and/or Surety. Should cost to complete Work exceed Contract price and Contractor and/or his Surety fail to pay amount due Owner within time designated herein, and there remains any machinery, equipment, tools, materials, or supplies on site of Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to Contractor and Surety at respective addresses designated in this Contract, provided; however, actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at risk of Contractor and Surety subject only to duty of Owner to exercise ordinary care to protect such property. After 15 days from date of said notice, Owner may sell such machinery, equipment, tools, materials, or supplies and apply net sum derived from such sale to credit of Contractor and Surety. Such sale may be made at public/private sale, with/without notice, as Owner elects. Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on Work, and belong to persons other than Contractor or Surety, to proper owners. Books on all operations provided herein shall be open to Contractor and Surety.

GC-56. ABANDONMENT BY OWNER

In case Owner shall fail to comply with Contract terms and fail/refuse to comply with said terms within 10 days after written notification by Contractor, Contractor may suspend/wholly abandon Work and remove therefrom all machinery, tools, equipment, and all materials on site of work not included in payments to Contractor and have not been wrought into Work. And thereupon Architect/Engineer shall make an estimate of total amount earned by Contractor, which estimate shall include value of all Work actually completed by said Contractor (at prices stated in attached proposal where unit prices are used), value of all partially completed Work at a fair and equitable price, and amount of all Extra Work performed at prices agreed upon, or provided for by terms of this Contract, and a reasonable sum to cover cost of any provisions made by Contractor to carry whole work to completion and which cannot be utilized. Architect/Engineer shall then make a final statement of balance due Contractor by deducting from estimates all previous payments by Owner and other sums retained by Owner under terms of this Contract and certify same to Owner who shall pay to Contractor on or before 30 days after date of notification by Contractor, balance shown by said final statement as due Contractor, under terms of this Agreement.

FEDERAL CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	19.1%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Texas, Midland County, City of Midland.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time Contractor corrects the breach or the Owner elects to terminate the contract. Owner's notice will identify a specific date by which Contractor must correct the breach. Owner may proceed with termination of the contract if Contractor fails to correct the breach by the deadline indicated in Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE

SOURCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.

3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel, and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that:
1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");
2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or
3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic, and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material**.**

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person that is privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include

a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provisions – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully comply with 49 USC § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

MODEL SOLICITATION CLAUSES

Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The Bidder or Offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Bidder or Offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the Project are manufactured in the U.S.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, Bidder or Offeror must complete, sign, date, and submit this certification statement with its proposal. Bidder or Offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or Offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods, or construction materials would increase the cost of the overall project by more than 25%. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from;
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Specific Clause used for General Contract Agreements

The above provision binds Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

The Midland International Air & Space Port, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs 70 Fed. Reg. 74087 (2005);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** Contractor, with regard to the Work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to Contractor under the Contract until Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Contractor agrees to report any violation to the Owner immediately upon discovery. Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, Contractor, and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. Contractor and each Subcontractor must submit to Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits

under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this Section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction," must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of responsiveness:
Owner's award of this Contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the Contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after Bid Opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Contract Assurance (49 CFR § 26.13)

Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –
The Prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Midland, Texas. The Prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the City of Midland, Texas. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –
The Prime Contractor must not terminate a DBE subcontractor listed in response to this Bid Proposal (or an approved substitute DBE firm) without prior written consent of City of Midland, Texas. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Prime Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Contractor obtains written consent City of Midland, Texas. Unless City of Midland, Texas consent is provided, the Prime Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Midland, Texas may provide such written consent only if City of Midland, Texas agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Midland, Texas its request to terminate and/or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to City of Midland, Texas, of its intent to request to terminate and/or substitute, and the reason for the request.

The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise City of Midland, Texas, and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Midland, Texas should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Midland, Texas may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this Section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving," (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

3. If Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and

female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by Contractor during the training period, and Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which Contractor's employees are assigned to Work. Contractor, where possible, will assign two or more women to each construction project. Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to Contractor by the union or, if referred, not employed by Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which Contractor has a collective bargaining agreement has not referred to Contractor a minority person or woman sent by Contractor, or when Contractor has other information that the union referral process has impeded Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Contractor's EEO policy with other contractors and subcontractors with whom Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related

activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of Contractor. The obligation to comply, however, is Contractor's and failure of such a group to fulfill an obligation shall not be a defense for Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though Contractor has achieved its goals for women generally, Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

(a) Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) Contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if Contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed, and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of Contractor.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Contractor must require subcontractors provide immediate written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	*. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.*
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	*. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.*

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/05/2024

SUTX2011-002 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE
*FINISHER (Paving & Structures)...$ 13.55 ***

ELECTRICIAN.....$ 20.96

FORM BUILDER/FORM SETTER
*Paving & Curb.....$ 12.36 ***
*Structures.....$ 13.52 ***

LABORER
*Asphalt Raker.....$ 12.28 ***
*Flagger.....$ 9.30 ***
*Laborer, Common.....$ 10.30 ***
*Laborer, Utility.....$ 11.80 ***
Work Zone Barricade
*Servicer.....$ 10.30 ***

POWER EQUIPMENT OPERATOR:
*Asphalt Distributer.....$ 14.87 ***
*Asphalt Paving Machine.....$ 13.40 ***
*Broom and Sweeper.....$ 11.21 ***
Crane, Lattice Boom 80
*Tons or Less.....$ 16.82 ***
*Crawler Tractor Operator....$ 13.96 ***
Excavator, 50,000 lbs or
*less.....$ 13.46 ***
Front End Loader Operator,
*Over 3 CY.....$ 12.77 ***
Front End Loader, 3CY or
*less.....$ 12.28 ***
*Loader/Backhoe.....$ 14.18 ***
Mechanic.....$ 20.14
*Milling Machine.....$ 15.54 ***

*Motor Grader, Rough.....$ 16.15 ***
Motor Grader, Fine.....$ 17.49
*Pavement Marking Machine....$ 16.42 ***
*Reclaimer/Pulverizer.....$ 12.85 ***
*Roller, Asphalt.....$ 10.95 ***
*Roller, Other.....$ 10.36 ***
*Scraper.....$ 10.61 ***
*Spreader Box.....$ 12.60 ***

*Servicer.....$ 13.98 ***

*Steel Worker (Reinforcing).....$ 13.50 ***

TRUCK DRIVER
*Lowboy-Float.....$ 14.46 ***
*Single Axle.....$ 12.74 ***
*Single or Tandem Axle Dump..$ 11.33 ***
Tandem Axle Tractor with
*Semi.....$ 12.49 ***

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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*** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.*

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* *an existing published wage determination*
* *a survey underlying a wage determination*
* *a Wage and Hour Division letter setting forth a position on a wage determination matter*
* *a conformance (additional classification and rate) ruling*

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these Specifications, in the contract, or in any documents or other instruments pertaining to construction where these Specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	Owner's notice to the successful Bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between Owner and Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	Contractor's QC facilities in accordance with Contractor Quality Control Program (CQCP).

Paragraph Number	Term	Definition
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by Owner's employees.
10-31	**Intention of Terms**	Whenever, in these Specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to Engineer and/or RPR, subject in each case to the final determination of Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. Owner for this project is **Midland International Air & Space Port**.

Paragraph Number	Term	Definition
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment Bond**	The approved form of security furnished by Contractor and their own surety as a guaranty that Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance Bond**	The approved form of security furnished by Contractor and their own surety as a guaranty that Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'Contract Drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal Guaranty**	The security furnished with a proposal to guarantee that the Bidder will enter into a contract if their own proposal is accepted by Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by Contractor.

Paragraph Number	Term	Definition
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of Owner or such other laboratories as may be designated by Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.

Paragraph Number	Term	Definition
10-59	**Supplemental Agreement**	A written agreement between Contractor and Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in-scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in-scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than Contractor, executing payment or performance bonds that are furnished to Owner by Contractor.
10-61	**Taxilane**	A taxiway designed for low-speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working Day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	**None**

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). Project Advertisement and Instruction to Bidders may be found in Sections A-1 and IB-1, respectively, of the front end portion of the Project Manual.

20-02 Qualification of Bidders. Each Bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each Bidder shall furnish Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to Owner.

Unless otherwise specified, a Bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "Bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by Owner. Bidder actions that may cause Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. See Section IB-2 – Instruction to Bidders for location and time of meeting.

20-04 Issuance of proposal forms. Owner reserves the right to refuse to issue a proposal form to a prospective Bidder if the Bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with Owner at the time Owner issues the proposal to a prospective Bidder.

c. Documented record of Contractor default under previous contracts with Owner.

d. Documented record of unsatisfactory work on previous contracts with Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these Specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The Bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The Bidder shall submit their proposal on the forms furnished by Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible Bidder. A responsive bid conforms to all significant terms and conditions contained in Owner's invitation for bid. It is Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by Owner, or if Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the Bidder unopened.

20-12 Withdrawal or revision of proposals. A Bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the Bidder's request for withdrawal is received by Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

20-14 Disqualification of Bidders. A Bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of Owner until any such participating Bidder has been reinstated by Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify Owner's Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to Owner's Engineer a written request for interpretation no later than **three** days prior to bid opening.

Any interpretation of the project bid documents by Owner's Engineer will be by written addendum issued by Owner. Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a Bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, Owner reserves the right to reject a Bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the Bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If Owner elects to proceed with an award of contract, Owner will make award to the responsible Bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. Owner reserves the right to cancel the award without liability to the Bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest Bidders, will be returned immediately after Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest Bidders will be retained by Owner until such time as an award is made, at which time, the unsuccessful Bidder's proposal guaranty will be returned. The successful Bidder's proposal guaranty will be returned as soon as Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful Bidder shall furnish Owner a surety bond or bonds that have been fully executed by the Bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within **10** calendar days from the date mailed or otherwise delivered to the successful Bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful Bidder, Owner shall complete the execution of the contract in accordance with

local laws or ordinances, and return the fully executed contract to Contractor. Delivery of the fully executed contract to Contractor shall constitute Owner's approval to be bound by the successful Bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of Contractor's surety and separate performance and payment bonds. If Owner and Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. Owner, Owner's Engineer or the RPR may provide written notice to Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in Owner's best interest, the RPR may order Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered

by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as Contractor's equipment and personnel, is the most important consideration. Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by Contractor's equipment and personnel. Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading

sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should Contractor wish to exercise option a., b., or c., Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve Contractor's request to exercise option a., b., or c., Contractor shall be paid for the excavation or removal of such material at the applicable contract price. Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve Contractor's exercise of option a., Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to Owner, the RPR will advise Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of Contractor in accordance with the RPR’s written orders.

The term "reasonably close conformity" shall not be construed as waiving Contractor’s responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR’s responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during Contractor’s execution of the work, when, in the RPR’s opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs

contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If Contractor discovers any apparent discrepancy within standard test methods, Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

SP-1 Scope of Work
SP-2 Contract Documents
SP-3 Time and Order of Completion
SP-4 Limitation of Operation
SP-5 Construction Activity
SP-6 Affidavit of Bills Paid
SP-7 Calendar Day
SP-8 Protection of Property
SP-9 Electric Power and Natural Gas
SP-10 Lines and Grades
SP-11 Water for Construction
SP-12 Material Tests
SP-13 Barricades, Signs, and Hazard Markings
SP-14 Prevention of Air and Water Pollution
SP-15 Public Convenience and Safety
SP-16 Final Cleaning Up
SP-17 Insurance
SP-18 Removal and Disposal of Structures, Utilities and Obstructions
SP-19 Conformity with Plans and Allowable Deviations
SP-20 Removal of Defective and Unauthorized Work
SP-21 Disputed Claims for Extra Work
SP-22 Federal Participation
SP-23 Indemnification
SP-24 Contractor's Responsibility for Work
SP-25 Correction of Faulty Work after Final Payment
SP-26 Texas State Sales Tax
SP-27 Separate Contracts
SP-28 Trench Safety
SP-29 Load Restrictions
SP-30 Notice to Proceed
SP-31 Payment for Materials on Hand
SP-32 Weighing and Measuring Equipment
SP-33 Progress Schedule
SP-34 Average Climatic Range
SP-35 Substantially Complete
SP-36 Submittals
SP-37 Geotechnical Information
SP-38 Sovereign Immunity
SP-39 Governing Law and Venue
SP-40 Third-Party Beneficiary

SP-41 Releases
SP-42 Independent Contractor
SP-43 Notice of Alleged Breach; Statutory Prerequisites
SP-44 Assignment
SP-45 Waiver of Attorney's Fees
SP-46 Prompt Pay Act
SP-47 Payment
SP-48 Project Closeout
SP-49 Disclosure of Interested Parties
SP-50 Parkhill/RPR Authority and Duty
SP-51 Anti-Boycott Statutes
SP-52 Partial Payments

50-05 Cooperation of Contractor. Contractor shall be supplied with an electronic PDF of the plans and specifications. Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by Contractor for the cost of reproduction.

Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against Contractor.

Prior to the start of construction, Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades,

alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **DWG and PDF**.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor.

QA Inspectors are authorized to notify Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at Contractor's expense.

Provide advance written notice to the RPR of work Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done

without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at Contractor's expense.

Upon failure on the part of Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against Contractor.

50-11 Load restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by Contractor's equipment and personnel.

50-12 Maintenance during construction. Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify Contractor of such noncompliance. Such notification shall specify a reasonable time within which Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should Contractor fail to respond to the RPR's notification, Owner may suspend any work necessary for Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by Owner, shall be recovered as a liquidated damage against Contractor.

50-14 Partial acceptance. If at any time during the execution of the project Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit Owner, Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify Contractor and Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily

completed. In such event, the RPR will make the final acceptance and notify Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, Contractor shall notify the RPR in writing of their intention to claim such additional compensation before Contractor begins the work on which Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by Contractor for keeping strict account of actual cost as required, then Contractor hereby agrees to waive any claim for such additional compensation. Such notice by Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, Contractor shall furnish materials from other sources.

Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and Contractor elects to furnish the specified "or equal," Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of Contractor and the producer with whom Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of Owner or lessee of such property. Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by Contractor at their expense, except as otherwise agreed to (in writing) by Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by Owner. Owner-furnished materials shall be made available to Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during Contractor's handling, storage, or use of such Owner-furnished material. Owner will deduct from any monies due or to become due Contractor any cost incurred by Owner in making good such loss due to Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or Contractor's employees.

70-02 Permits, licenses, and taxes. Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. Contractor and the surety shall indemnify and hold harmless Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **None**.

Except as listed above, Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included with Bid Package.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by Contractor, Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. Contractor shall indemnify and hold harmless Engineer/RPR and Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen’s Compensation Act," or any other law, ordinance, order, or decree. Money due Contractor under and by virtue of their own contract considered necessary by Owner for such purpose may be retained for the use of Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to Owner, except that money due Contractor will not be withheld when Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any

member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for Contractor to complete portions of the contract work for the beneficial occupancy of Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by Contractor until directed by Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by Owner shall be repaired by Contractor at their expense.

Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, Contractor shall cooperate with Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that Contractor shall, upon execution of the contract, notify Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, Contractor shall again notify each such Owner of their plan of operation. If, in Contractor's opinion, Owner's assistance is needed to locate the utility service or facility or the presence of a representative of Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to Contractor's commencement of operations in such general vicinity. Contractor shall furnish a written summary of the notification to the RPR.

Contractor's failure to give the two days' notice shall be cause for Owner to suspend Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to Contractor's operations.

Should Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. Owner reserves the right to deduct such costs from any monies due or which may become due Contractor, or their own surety.

70-16 Furnishing rights-of-way. Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon Engineer, RPR, their authorized representatives, or any officials of Owner either personally or as an official of Owner. It is understood that in such matters they act solely as agents and representatives of Owner.

70-18 No waiver of legal rights. Upon completion of the work, Owner will expeditiously make final inspection and notify Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall Owner be precluded or stopped from recovering from Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of Contractor to fulfill their obligations under the contract. A waiver on the part of Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

Contractor, without prejudice to the terms of the contract, shall be liable to Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards Owner's rights under any warranty or guaranty.

70-19 Environmental protection. Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate Contractor's finding and Owner will direct Contractor to either resume operations or to suspend operations as directed.

Should Owner order suspension of Contractor's operations in order to protect an archaeological or historical finding, or order Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Special Provisions SP-17.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. Owner will not recognize any subcontractor on the work. Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of Owner, and shall be consummated only on the written approval of Owner.

Contractor shall provide copies of all subcontracts to the RPR fourteen (14) days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). Owners notice to proceed will state the date on which contract time commences. Contractor is expected to commence project operations within **ten (10)** days of the NTP date. Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by Owner.

80-03 Execution and progress. Unless otherwise specified, Contractor shall submit their coordinated construction schedule showing all work activities for the RPR’s review and acceptance at least 10 days prior to the start of work. Contractor’s progress schedule, once accepted by the RPR, will represent Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of Contractor's performance. Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If Contractor falls significantly behind the submitted schedule, Contractor shall, upon the RPR’s request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

Contractor shall not commence any actual construction prior to the date on which the NTP is issued by Owner.

Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice-monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows: None.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. Contractor shall conduct routine checks to assure compliance with the safety plan measures.

Contractor is responsible to Owner for the conduct of all subcontractors it employs on the project. Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by Contractor in accomplishing the work are not prescribed in the contract, Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If Contractor desires to use a method or type of equipment other than specified in the contract, Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. Owner shall have the authority to suspend the work wholly, or in part, for such period or periods Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that Contractor is ordered by Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which Contractor has no control, Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward Contractor's claim to Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond Contractor's control, it shall be adjusted as follows:

80-07.1

Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of Owner's orders to suspend and resume all work, due to causes not the fault of Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by Owner should Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Base Bid	$1,000	150

80-09 Default and termination of contract. Contractor shall be considered in default of their contract and such default will be considered as cause for Owner to terminate the contract for any of the following reasons, if Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should Owner consider Contractor in default of the contract for any reason above, Owner shall immediately give written notice to Contractor and Contractor's surety as to the reasons for considering Contractor in default and Owner's intentions to terminate the contract.

If Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of Contractor. Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due Contractor. If such expense exceeds the sum which would have been payable under the contract, then Contractor and the surety shall be liable and shall pay to Owner the amount of such excess.

80-10 Termination for national emergencies. Owner shall terminate the contract or portion thereof by written notice when Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with Contractor.

Acceptable materials, obtained or ordered by Contractor for the work and that are not incorporated in the work shall, at the option of Contractor, be purchased from Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton or hundredweight.
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Term	Description
	All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to Contractor and shall thereupon become the property of Owner.

In addition to the reimbursement hereinbefore provided, Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR’s order. Such additional costs incurred by Contractor must be directly related to the deleted contract item and shall be supported by certified statements by Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to Contractor since the last estimate amounts to less than five hundred dollars.

Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Owner's payment to the prime Contractor. If Option 3 is selected, the percent withheld may range from 0% to 10% but in no case may it exceed 10%. When establishing a suitable retainage value that protects Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner. If Option 3 is selected, insert the following clause and specify a suitable value where indicated:

a. From the total of the amount determined to be payable on a partial payment, five (5%) percent of such total amount will be deducted and retained by Owner for protection of Owner's interests. Unless otherwise instructed by Owner, the amount retained by Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by Owner for partially accepted work.

(2) In lieu of retainage, Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor has received a partial payment. Contractor must provide Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Owner. When Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or

supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

Contractor shall deliver to Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. Contractor has furnished Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. Contractor has furnished Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and Owner's payment for such stored or stockpiled materials shall in no way relieve Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, Contractor may request that Owner deposit the retainage into an escrow account. Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to Owner.

b. Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. Contractor shall enter into an escrow agreement satisfactory to Owner.

d. Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. Contractor shall approve the RPR's final estimate or advise the RPR of Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date Owner takes possession.

c. Contractor shall remedy at Contractor's expense any failure to conform, or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to Owner real or personal property, when that damage is the result of Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by Contractor.

d. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. Owner will notify Contractor, in writing, within seven days after the discovery of any failure, defect, or damage.

f. If Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of Owner, as directed by Owner, and (3) enforce all warranties for the benefit of Owner.

h. This warranty shall not limit Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves Contractor's final submittal. Contractor shall:

a. Provide two copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

TECHNICAL SPECIFICATIONS

Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the Project. Establishing and maintaining a culture of quality is key to achieving a quality Project. Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this Contract conform to Contract Plans, Technical Specifications, and other requirements, whether manufactured by Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the Contract Technical Specifications, Contractor shall assume full responsibility for accomplishing the stated purpose.

Contractor shall establish a CQCP that will:

- **a.** Provide qualified personnel to develop and implement the CQCP.
- **b.** Provide to produce acceptable quality materials.
- **c.** Provide sufficient information to assure that the specification requirements can be met.
- **d.** Document the CQCP process.

Contractor shall not begin any construction or production of materials incorporated into the completed Work until CQCP has been reviewed and approved by Engineer and until Preconstruction Meeting is completed. If CQCP is not submitted and approved by Preconstruction Meeting, Notice to Proceed (NTP) will still be issued at the Preconstruction Meeting and contract time will commence. Contractor may begin construction on items not pertaining to CQCP overview. No partial payment will be made for materials subject to specific quality control (QC) requirements if installed before CQCP has been reviewed and approved.

QC requirements contained in this Section and elsewhere in the Contract Technical Specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of Engineer as specified in the Specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative will be held in conjunction with the Preconstruction Meeting. QC/QA workshop will be facilitated by Contractor with participation by all required CQCP personnel. Items to be addressed, at a minimum, will include:

a. Review of CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

b. Discussion of QA program.

c. Discussion of QC and QA Organization and authority including coordination and information exchange between QC and QA.

d. Establish regular meetings to discuss control of materials, methods and testing.

e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. Contractor shall establish a CQCP to perform QC inspection and testing of all items of Work required by the Technical Specifications, including those performed by subcontractors. CQCP shall ensure conformance to applicable Specifications and Plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the Technical Specifications, in addition to other requirements of this Section and any other activities deemed necessary by Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). Contractor shall describe the CQCP in a written document that shall be reviewed and approved by RPR prior to the Preconstruction Meeting. Written CQCP shall be submitted to RPR for review and approval at least 10 calendar days before the Preconstruction Meeting. Contractor's CQCP and QC testing laboratory must be approved in writing by RPR prior to the Notice to Proceed (NTP).

CQCP shall be organized to address, at minimum:

1. QC organization and resumes of key staff;
2. Project progress schedule;
3. Submittals schedule;
4. Inspection requirements;
5. QC testing plan;
6. Documentation of QC activities and distribution of QC reports;
7. Requirements for corrective action when QC/QA acceptance criteria are not met;
8. Material quality and construction means and methods. Address all elements applicable to the Project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing, and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

Contractor must add any additional elements to CQCP necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function and shall indicate the total staff required to implement all elements of CQCP, including inspection and testing for each item of Work. If necessary, different technicians can be used for specific inspection and testing functions for different items of Work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of Paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of Contractor, or a consultant engaged by Contractor. CQCPA must have a minimum of five years of experience in QC pavement construction with prior QC experience on a Project of comparable size and Scope as the Contract.

Included in the five years of paving/QC experience, CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one year of airport paving experience.

(2) Engineer-in-training with two years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three years of airport paving experience.

(4) An individual with four years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

CQCPA must have full authority to institute any and all actions necessary for the successful implementation of CQCP to ensure compliance with the Contract Plans and Technical Specifications. CQCPA authority must include the ability to immediately stop production until materials and/or processes comply with Contract Specifications. CQCPA must report directly to a principal officer of the construction firm. CQCPA may supervise the Quality Control Program on more than one project if person can be at the job site within two hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher with a minimum two years of experience in their area of expertise.

QC technicians must report directly to CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to Technical Specifications, and as required by Paragraph 100-6.

(2) Performance of all QC tests as required by the technical specifications and Paragraph 100-8.

(3) Performance of tests for RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the Work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the Project schedule.

100-5 Submittals schedule. Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and Shop Drawings required by the Technical Specifications. The listing can be developed in a spreadsheet format and shall include, at minimum:

a. Specification item number;

b. Item description;

c. Description of submittal;

d. Specification paragraph requiring submittal;

e. Scheduled date of submittal.

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of Work, as detailed below. All inspections shall be documented by Contractor as specified by Paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of Work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the Technical Specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, Contractor shall implement a QC testing plan, as required by the Technical Specifications. Testing plan shall include the minimum tests and test frequencies required by each Technical Specification Item, as well as any additional QC tests Contractor deems necessary to adequately control production and/or construction processes.

QC testing plan can be developed in a spreadsheet fashion and shall, at minimum, include:

a. Specification item number (e.g., P-401);
b. Item description (e.g., Hot Mix Asphalt Pavements);
c. Test type (e.g., gradation, grade, asphalt content);
d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable);
e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
f. Responsibility (e.g., plant technician);
g. Control requirements (e.g., target, permissible deviations);

QC testing plan shall contain a statistically based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by Contractor as required by Paragraph 100-9.

100-9 Documentation. Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by CQCPA.

Contractor QC records required for the contract shall include, but not necessarily limited to:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description;
(2) Compliance with approved submittals;
(3) Proper storage of materials and equipment;
(4) Proper operation of all equipment;
(5) Adherence to Plans and Technical Specifications;
(6) Summary of any necessary corrective actions;
(7) Safety inspection;
(8) Photographs/video.

Daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

Daily inspection reports shall be signed by responsible QC technician and CQCPA. RPR shall be provided at least one copy of each daily inspection report on the workday following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document:

(1) Technical specification item number and description;
(2) Test designation;
(3) Location;
(4) Date of test;
(5) Control requirements;
(6) Test results;
(7) Causes for rejection;
(8) Recommended remedial actions;
(9) Retests.

Test results from each day's work period shall be submitted to RPR prior to the start of the next day's work period. When required by the Technical Specifications, Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of CQCP as a whole and for individual items of Work contained in Technical Specifications.

CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the Technical Specifications, Contractor shall establish and use statistical QC charts for individual QC tests. Requirements for corrective action shall be linked to the control charts.

100-11 Inspection/observations by RPR. All items of material and equipment are subject to inspection and/or observation by RPR at the point of production, manufacture, or shipment to determine if Contractor, producer, manufacturer, or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable Technical Specifications and Plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by RPR at the site for the same purpose.

Inspection/observations by RPR does not relieve Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. Resident Project Representative (RPR) will provide written notice to Contractor of any noncompliance with their CQCP. After receipt of such notice, Contractor must take corrective action.

b. When QC activities do not comply with either CQCP, Contract Provisions, or when Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, RPR will recommend Owner take the following actions:

(1) Order Contractor to replace ineffective or unqualified QC personnel or subcontractors; and/or

(2) Order Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for personnel, tests, facilities, and documentation required to implement the CQCP. CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25 percent with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 25 percent or more of the original Contract is earned, an additional 25 percent.

c. When 50 percent or more of the original Contract is earned, an additional 20 percent.

d. When 75 percent or more of the original Contract is earned, an additional 20 percent.

e. After final inspection and acceptance of Project, the final 10 percent.

BASIS OF PAYMENT

100-14 Payment will be made under:

Item C-100	Contractor Quality Control Program (CQCP), complete, per lump sum.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the Plans or as ordered by Resident Project Representative (RPR) during the life of a Contract to control pollution of air and water, soil erosion, and siltation through silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and, AC 150/5370-2, *Operational Safety on Airports During Construction*. Temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period. Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed, and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial-grade standards and shall be approved by RPR before incorporating into Project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, more restrictive laws, rules, or regulations shall apply.

RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by RPR.

102-3.3 Construction details. Contractor will be required to incorporate all permanent erosion control features into the Project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction not foreseen during the design stage; needed prior to installation of permanent control features; or needed temporarily to control erosion that develops during normal construction practices but not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by RPR.

Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by RPR. If temporary erosion and pollution control measures are required due to Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or directed by RPR, the Work shall be performed by Contractor and the cost shall be incidental to this item.

RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by Contractor shall be maintained by Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance, and removal of silt fence. Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled, and the soil compacted over the silt fence fabric. Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by RPR. Completed and accepted work will be measured per lump sum. This price shall be full compensation for costs associated with preparation, administration, and superintendence of the Stormwater Pollution Prevention Plan (SWPPP), furnishing all materials, labor, tools, and equipment, and for any fees required by the regulating agency

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by RPR and measured as provided in Paragraph 102-4.1 will be paid for under:

Item C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, complete, per lump sum.

Progress payments will be calculated by dividing the total lump sum price by the number of months to final completion.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of Work shall consist of, but is not limited to, Work and operations necessary for the movement of personnel, equipment, material, and supplies to and from the Project Site for Work on the Project except as provided in the Contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total Project cost.

105-3 Posted notices. Prior to commencement of construction activities, Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the Prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the Work by Owner.

105-4 Engineer/RPR field office. Engineer/RPR field office not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25 percent.

b. When 25 percent or more of the original Contract is earned, an additional 25 percent.

c. When 50 percent or more of the original Contract is earned, an additional 40 percent.

d. After Final Inspection, staging area clean-up and delivery of all Project Closeout materials as required by SP-48 PROJECT CLOSEOUT SPECIAL PROVISIONS, the final 10 percent.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105	Contractor mobilization, 10 percent complete, per lump sum.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

a. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.

b. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in Engineer opinion, is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal of all spoil materials resulting from clearing and grubbing from Project.

c. Tree Removal. Tree Removal shall consist of the cutting and removal of isolated single trees or isolated groups of trees, and the grubbing of stumps and roots. The removal of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared and grubbed shall be staked on the ground by Contractor as indicated on plans.

Removing existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, Contractor shall advise Engineer who will notify the proper local authority or owner to secure prompt action.

151-2.1.1 Disposal. All materials removed by clearing and grubbing shall be disposed of outside Airport's limits at Contractor responsibility. Contractor shall dispose any broken concrete or masonry and all other materials not considered suitable for use. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. Contractor is required to locate an approved disposal area outside Airport property limits. Contractor shall obtain permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 Blasting. Not allowed.

151-2.2 Clearing. Designated fences shall be removed and disposed of off Airport property and become Contractor property.

151-2.3 Clearing and grubbing. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans. Tap roots and other projections over 1-1/2 inches in diameter shall be grubbed out to a depth of at least 18 inches below finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. Cost of removal is incidental

to this item. Remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which foundations, wells, cesspools, etc., are built to a depth at least 2 feet below existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed at Contractor expense. Holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after grubbing operation shall have sides of holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. Apply same procedure to all holes remaining after grubbing in areas where depth of holes exceeds depth of proposed excavation.

METHOD OF MEASUREMENT

151-3.1 Quantities of clearing and grubbing as shown by limits on plans shall be number of acres or fractions thereof of land specifically cleared and grubbed, including removal and grubbing trees from Project area.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the contract unit price per acre for clearing and grubbing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete item.

Payment will be made under:

Item P-151-4.1	Clearing and grubbing, including tree removal and grubbing, per acre or fractions thereof.

END OF ITEM P-151

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct concrete-lined channel, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of excavation and disposal of all material, regardless of its nature.

b. Borrow excavation. Consists of approved material cut from Project site and placed as embankment on other site areas.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed by Contractor off Airport property. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by RPR.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by RPR. No such material shall be placed prior to obtaining Engineer approval. All unsuitable material shall become the property of Contractor, unless specifically directed otherwise by Engineer/Owner, and disposed of outside Airport property. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by RPR.

When Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and RPR notified. At the direction of RPR, Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, Contractor shall notify Engineer, who shall arrange for their removal if necessary. Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of Contractor's operations during the period of the contract.

a. Blasting. Not allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by Contractor and RPR has obtained from Contractor, the survey notes of the elevations and measurements of the ground surface. Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on plans. All unsuitable material shall be properly disposed off Airport property.

The grade shall be maintained so surface is always well drained.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from off-site borrow areas per 152-2.3.

a. Selective grading. When varied soils are encountered in excavation, the more suitable material designated by RPR shall be used in constructing the embankment or in capping subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for subgrades shall be excavated to a minimum depth of 8 inches below the subgrade or to the depth specified by RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off Airport. Cost is incidental to this item.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by RPR. All over-break shall be graded or removed by Contractor and disposed of as directed by RPR. RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by Contractor as indicated on plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Contractor shall make own determination whether off-site borrow material is needed for this Project. Borrow material shall not be measured for payment and shall be an incidental part of this bid item.

There are no borrow sources within the boundaries of the Airport property. Contractor shall locate and obtain borrow off-site sources containing material meeting the following:

Borrow Soil: General site fill material shall be a select non-expansive material meeting the following general requirements. The material shall be free of debris, waste, frozen materials, vegetation, and other deleterious matter:

Maximum Aggregate Size:	3.0 inches
Percent Retained on No. 4 Sieve:	25-50
Percent Retained on No. 40 Sieve:	50-85
Plasticity Index:	15 maximum

Contractor shall notify RPR at least 15 days prior to beginning excavation so necessary measurements and tests can be made by RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by RPR. All necessary work shall be performed true to final line, elevation, and cross-section. Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas. Top 6 inches of subgrade shall be compacted to not less than 95% of maximum density.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one vertical to four horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. Not required.

152-2.8 Formation of embankments. The material shall be constructed in lifts, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

RPR will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D1557. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by RPR for every 300 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by RPR.

If the material has greater than 30% retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 95% of maximum density as determined by ASTM D1557.

On all areas outside of the concrete areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, direct transmission method, and ASTM D6938 shall be used to determine the moisture content of material. Calibrate machine in accordance with ASTM D6938. RPR shall perform all density tests. If the specified density is not attained, the area represented by the test or as designated by RPR shall be reworked/recompacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

Stones and fragmentary rock larger than 4 inches in their greatest dimensions will not be allowed in the top 6 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for this item.

152-2.9 Proof rolling. Not required.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 6 inches and to a density of not less than 95% of the maximum dry density as determined by ASTM D1557.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the 3/4-inch sieve, follow the procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles. Tests for moisture content and compaction will be taken at a minimum of 300 S.Y. of subgrade. All quality assurance testing shall be done by RPR.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of Contractor's hauling operations shall be repaired at Contractor's expense.

Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. Subgrade surface shall be tested for smoothness and accuracy of grade. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by RPR. Contractor shall perform all final smoothness and grade checks in the presence of RPR. Any deviation in surface tolerances shall be corrected by Contractor at Contractor’s expense.

a. Smoothness. The finished surface shall not vary more than ±0.5-inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

b. Grade. The grade and crown shall be measured on a 50-foot grid and shall be within ±0.05 feet of the specified grade.

On turfed areas grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on plans, it shall be salvaged from stripping or other grading operations. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for excavation, grading, and subgrade preparation payment specified by the square yard shall be computed by the plan view vertical dimensions, not accounting for side slope.

152-3.1 Quantity of excavation, grading, and subgrade preparation to be paid for shall be the number of square yards measured in its plan view final position. Measurement shall not include areas excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

BASIS OF PAYMENT

152-4.1 Excavation, grading, and subgrade preparation payment shall be made at the contract unit price per square yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1	Excavation, Grading, and Subgrade Preparation – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing specified joints in concrete pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D6690, Type 2.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be 25% ±5% larger in diameter than the nominal width of the joint.

605-2.3 Bond breaking tapes. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5 degrees F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8-inch wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50 degrees F and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times.

a. Hot-poured sealing equipment. Unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with nozzle shaped for inserting in joint to fill; positive temperature devices for controlling temperature of transfer oil and sealant; and a recording type thermometer for indicating sealant temperature. Applicator unit shall be designed so sealant will circulate through delivery hose and return to inner kettle when not in use.

605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. Contractor shall demonstrate, in RPR presence, that method cleans and does not damage the joint.

a. Sealing. Immediately before sealing, joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from sides

and upper edges of joint space to be sealed. Clean by waterblaster or other RPR-approved method. Newly exposed concrete joint faces and pavement surface extending a minimum of 1/2-inch from joint edge shall be sandblasted clean. Sandblast in a minimum of two passes. One pass per joint face with nozzle held at an angle directly toward joint face and not more than 3 inches from it. After final cleaning and immediately prior to sealing, blow out joints with compressed air and leave them completely free of debris and water. Joint faces shall be surface dry when seal is applied.

b. Backer Rod. When joint opening is of a greater depth than indicated for sealant depth, plug or seal off lower portion of joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent entrance of sealant below specified depth. Ensure backer rod is placed at specified depth and is not stretched or twisted during installation.

c. Bond-breaking tape. Where inserts or filler materials contain bitumen, or depth of joint opening does not allow for use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with filler materials and three-sided adhesion of sealant. Securely bond tape to bottom of joint opening so it will not float up into new sealant.

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and approved by RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet ahead of joint sealing operations, perform a final cleaning with compressed air. Fill joints from bottom up from 1/8-inch to 1/4-inch below top of pavement surface. Remove and discard excess or spilled sealant from pavement by approved methods. Install sealant to prevent formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by RPR. When a primer is recommended by manufacturer, apply evenly to joint faces in accordance with manufacturer's instructions. Check joints frequently to ensure newly installed sealant is cured to a tack-free condition within time specified.

605-3.5 Inspection. Contractor shall inspect joint sealant for proper rate of cure and set, bonding to joint walls, cohesive separation within sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any deficiency at any time prior to final acceptance of Project shall be removed from joint, wasted, and replaced as specified at no additional cost to Airport.

605-3.6 Clean-up. Upon Project completion, remove all unused materials from site and leave pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot of sealant in place, completed, and accepted.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made at contract unit price per linear foot. Price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-605-5.1	Joint Sealing Filler, installed in specified expansion joints, per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids

END ITEM P-605

Item P-610 Concrete for Miscellaneous Structures

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20%, the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for Project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1-1/2-inch	467 or 4 and 67
1 inch	57
3/4-inch	67
1/2-inch	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Not used.

610-2.3 Fine aggregate. Fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement shall conform to requirements of ASTM C150, Type II.

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, except for the loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the Project. The reports can be used for acceptance or the material may be tested independently by RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a 25% to 55% rate of total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. Contractor shall submit certificates indicating that the material to be furnished meets all requirements indicated below. In addition, RPR may require Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all requirements of cited specifications. Subsequent tests may be made of samples taken by RPR from supply of material being furnished or proposed for use on work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet ASTM C260 requirements and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet requirements of ASTM D1751.

610-2.9 Joint filler. Filler for joints shall meet requirements of Item P-605, unless otherwise specified.

610-2.10 Steel reinforcement. Reinforcing shall conform to the requirements of:

- Reinforcing Steel ASTM A615
- Welded Steel Wire Fabric ASTM A1064

610-2.11 Materials for curing concrete. Curing materials shall conform to any of the following:

- Waterproof Paper ASTM C171
- Clear or White Polyethylene Sheeting ASTM C171
- White-Pigmented Liquid-Membrane-Forming Compound, Type 2, Class B ASTM C309

CONSTRUCTION METHODS

610-3.1 General. Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of 4,000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard. The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% ±1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. Concrete shall be mixed and delivered in accordance with requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40 degrees F without RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50 degrees F nor more than 100 degrees F. Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

Rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. Contractor shall monitor the consistency of the concrete delivered to Project site; collect each batch ticket; check temperature; and perform slump tests on each truck at Project site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet. Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. Concrete shall be protected from damage until Project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40 degrees F, follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85 degrees F, follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted based on the compressive strength specified in paragraph 610-3.2. RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. QA testing agency will meet requirements of ASTM C1077.

Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by RPR, shall be removed and replaced at Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing, and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be measured by the number of square yards based on the dimensions shown on plans of concrete complete in place and accepted.

BASIS OF PAYMENT

610-6.1 Payment shall be made at the contract price by the number of square yards. This price shall be full compensation for furnishing all materials including reinforcement and embedded items and for all preparation, delivery, installation, and curing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-610-6.1	Concrete for miscellaneous structures, including, 4-inch-thick concrete pavement and all reinforcement, jointing, and appurtenances, complete, per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete

ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)

ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

Item F-162 Chain-Link Fence

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans or established by RPR. This item shall also include removal of existing chain link fence, range fencing, swing, slide and pedestrian gates, and clearing the fence line.

MATERIALS

162-2.1 Fabric. Fabric shall be woven from a 9-gauge aluminum-coated steel wire in a 2-inch mesh and shall conform to requirements of ASTM A491. Metallic-coated fabric shall have a clear acrylic coating applied to the selvage area after weaving.

162-2.2 Barbed wire. Barbed wire shall be two-strand 12.5-gauge zinc-coated wire with 4-point barbs and shall conform to requirements of ASTM A121, Class 3.

162-2.3 Posts, rails, and braces. Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:

- Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.

Posts, rails, and braces, except for galvanized steel conforming to ASTM F1043 or ASTM F1083, Group 1A, Type A, or aluminum alloy, shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B117 as follows:

- External: 1,000 hours with a maximum of 5% red rust.
- Internal: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3 (latest edition).

162-2.4 Gates. Gate scope of this Project includes swing gates and slide gates with several different conditions:

- Various gate types shall be removed and not replaced.
- Swing gates shall be constructed.

162-2.5 Wire ties and tension wires. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824. This Project will have a lower rail per plan details, replacing tension wire.

All material shall conform to Federal Specification RR-F-191/4.

162-2.6 Miscellaneous fittings and hardware. Miscellaneous steel fittings and hardware for use with aluminum-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction

with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.

162-2.7 Concrete. Concrete shall have a minimum 28-day compressive strength of 3,000 psi.

162-2.8 Marking. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

CONSTRUCTION METHODS

162-3.1 General. Fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to RPR. RPR shall establish and mark fence line for the work. Contractor shall layout all other fence elements based on plans. The new fence shall be permanently tied to the terminals of existing fences as shown on the plans. Contractor shall stake down the woven wire fence at several points between posts as shown on the plans.

Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. See SP-3 TIME AND ORDER OF COMPLETION, regarding temporary fences and maintain secure line.

Fence lines shall be sufficiently cleared of obstructions, and surface irregularities graded so fence will conform to general contour of the ground. Special attention should be given to fence line grading to ensure elimination of any specific rises or dips that would produce more than a gradual change in fence elevation. Unless otherwise directed by Owner, grade changes shall be a 200-foot minimum separation. Bottom of fence shall be placed a uniform distance above the ground for construction of new wildlife deterrent concrete beams and sidewalk as specified on plans.

162-3.2 Clearing fence line. Clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. Existing fences, chain link or range, shall be removed per plans. Existing posts shall be completely removed from the ground. All materials not indicated for salvage will become Contractor property who will dispose off airport property. Any pavement damaged during removal of fence shall be repaired at sole expense of Contractor. All holes in dirt areas remaining after post and stump removal shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers.

The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.3 Installing posts. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

Concrete shall be thoroughly compacted around the posts by tamping or vibrating. Posts in existing pavement shall have a smooth concrete finish slightly higher than the ground and sloped to drain away from the posts. Concrete piers for post having new T-beam treatment may initially be poured 4 inches low in preparation for pouring the final T-section topping. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches. After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

162-3.4 Installing rails. Top rail shall be continuous and shall pass through the post tops. Coupling used to join the top rail lengths shall allow for expansion. Project will also have a bottom rail spanning between posts as shown on plan details.

162-3.5 Installing braces. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

162-3.6 Installing fabric. Wire fabric shall be firmly attached to the posts and braced as shown on plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the bottom rail at 2 inches from the paved surface or concrete beam surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, drainage provisions shall be per plan details.

162-3.7 Electrical grounds. Electrical grounds shall be constructed where a power line passes over the fence. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8-inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction. Contractor shall comply with FAA-STD-019, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment, paragraph 4.2.3.8, Lightning Protection for Fences and Gates, when fencing is adjacent to FAA facilities.

162-3.8 Cleaning up. Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

METHOD OF MEASUREMENT

162-4.1 Chain-link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

162-4.2 Gates will be measured as complete units. Gate distance indicated shall be the clear opening between gate posts.

BASIS OF PAYMENT

162-5.1 Payment for removal of existing fencing will be made at Contractor unit price per linear foot as delineated in the pay items. Each price shall be full compensation for furnishing all materials and for all preparation, demolition, and removal of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

162-5.2 Payment for new fencing will be made at Contract unit price per linear foot as delineated in pay items. Each price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials ,and for all labor, equipment, tools, and incidentals necessary to complete the item.

162-5.3 Payment for new swing gates will be made at Contract unit price per linear foot as delineated in pay items. Each price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

162-5.4 Payment for reflectorized signage will be made at Contract unit price per square foot of signs. Price shall include all hardware required for attachment to fence or gate. Price shall be full compensation for furnishing and installing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

162-5.5 Payment for concrete wildlife-deterrent beam and sidewalk structures will be made at Contract unit price per linear foot of beams furnished and installed as measured along fence line. Price shall be full compensation for furnishing and installing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

162-5.6 Payment for special fencing across the channel will be made at Contract lump sum price. Price shall include 8-foot-tall fence with three-strand barbed wire, 16-foot double-swing gate with longer gate poles, and miscellaneous accessories per plan details. Price shall be full compensation for furnishing and installing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

Clearing fence line will be incidental to new fence. No separate payment made for clearing fence line.

Payment will be made under:

Item F-162-5.1	Remove Chain Link or Range Fence, per linear foot
Item F-162-5.2	8-foot Chain Link Security Fence, per linear foot
Item F-162-5.3	14-foot-wide by 8-foot-tall Double-Swing Gate, per each
Item F-162-5.4	Reflectorized Barrier, Notice, or Gate Sign Mounted on Fence or Gates, per square foot
Item F-162-5.5	Concrete T-Beam Wildlife Deterrent, per linear foot
Item F-162-5.6	Concrete L-Beam Wildlife Deterrent, per linear foot
Item F-162-5.7	Special Fencing and 16-foot Double-Swing Gate across Channel, per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A121	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A392	Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A491	Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A824	Standard Specification for Metallic-Coated Steel Marcelled Tension Wire for Use with Chain Link Fence

ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM F668	Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and other Organic Polymer Coated Steel Chain-Link Fence Fabric
ASTM F1043	Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
ASTM F1083	Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F1183	Standard Specification for Aluminum Alloy Chain Link Fence Fabric
ASTM F1345	Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy Coated Steel Chain-Link Fence Fabric
ASTM G152	Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G153	Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
ASTM G155	Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials

Federal Specifications (FED SPEC)

FED SPEC RR-F-191/3	Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)
FED SPEC RR-F-191/4	Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

FAA Standard

FAA-STD-019	Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment

FAA Orders

5300.38	AIP Handbook

END OF ITEM F-162

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, and fertilizing the areas shown on the plans or as directed by Engineer in accordance with these specifications. Areas of soil preparation, seeding and fertilizing under this item shall include, but not limited to, unpaved areas within the limits of grading as shown on the plans or as designated by Engineer, any areas of existing turf disturbed during construction, excavated areas, Contractor hauls routes or travel paths, and Contractor plant and office areas, and stockpile areas.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. Contractor shall furnish Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six months of date of delivery. This statement shall include name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected. For this Project, two seed mixes will be planted together – the cool or warm season mix as determined by the planting time, and the Permanent Seed Mixture shown herein:

Quantity of Pure Live Seed[1] (Option 3)

Seed Mixture for Cool Season Seeding (Sep. 1 - Nov. 30)	
Common Name	**Mixture Quantity**
Western Wheatgrass	8.4 PLS/acre
Wheat (red ,winter)	50.0 PLS/acre
Seed Mixture for Warm Season Seeding (May 1 – Aug. 31)	
Buffalo Grass-Treated	34.0 PLS/acre
Permanent Seed Mixture (Optimum Feb. 1 – May 15)	
Green Sprangletop	0.3 PLS/acre
Blue Grama	0.8 PLS/acre

Seed Mixture for Cool Season Seeding (Sep. 1 - Nov. 30)	
Common Name	**Mixture Quantity**
Sand Dropseed	0.4 PLS/acre
Weeping Lovegrass	0.6 PLS/acre
Indian Ricegrass	3.0 PLS/acre
Purple Prairie Clover	0.5 PLS/acre

[1]Payment not made for soil preparation, seeding, and fertilizing prior to planting and establishing stand of grass covering a minimum of 70% of the seeded area in comparison to the surrounding grassed area.

Seeding shall be performed during such periods as recommended by the local County Extension Agent or USDA Soil Conservation Services and shall be compatible with local climate and soil conditions. Seeding shall also be performed as early as possible in the Project to maximize the growing season.

If construction completion dos not coincide with a recommended planting period, Contractor shall be responsible for maintaining the areas to be seeded in accordance with Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, until the accepted stand of grass is produced. Contractor attention is also directed to the 70% vegetative cover requirement indicated by the definition of Final Stabilization in the TPDES Construction General Permit (TXR 150000).

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. All fertilizer shall be delivered in bags or clearly marked containers showing the analysis, name, trademark, and warranty. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

d. Fertilizers shall have an analysis of 15-15-15 (representing respective percentages of nitrogen, phosphoric acid, and potash) as determined by the Association of Official Agricultural Chemists.

e. Commercial fertilizer shall be spread at the rate of 500 pounds per acre.

f. The actual rate of application shall be as recommended by the fertilizer manufacturer for the seed planted and allowing for local soil conditions and shall be approved by Engineer prior to application.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by Engineer before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Not required.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

e. Emulsion. After the seed has been planted, Item P-603 Asphalt Soil Stabilization shall be applied to the seeded area to hold the soil.

901-3.3 Wet application method.

a. General. Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb/sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8-inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Contractor shall identify to Engineer all sources of water at least two weeks prior to use. Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. Contractor shall not use any water from any source that is disapproved by Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Ensure application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by Engineer, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

Contractor shall be responsible for watering and maintaining seeded areas for a minimum 45 calendar days after seeding, and until establishing an acceptable stand of grass, unless otherwise directed by Engineer. The maintenance of the seeded areas may also require additional seeding to provide required stand of grass for acceptance. Such additional seeding, if required, shall be at Contractor expense.

METHOD OF MEASUREMENT

901-4.1 The final quantity of soil preparation, seeding, and fertilizing shall be considered incidental to Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, and will not be measured for payment.

BASIS OF PAYMENT

901-5.1 This item shall be considered incidental to Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, and will not be measured for payment.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

City Council Meeting

Item Number: 15

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MAF RECONSTRUCT ASPHALT AIR CARRIER APRON PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Purpose:

To advertise for bids for the MAF Reconstruct Asphalt Air Carrier Apron (#900393) Project.

Recommended City Council Action:

Approve

Fiscal Impact:

To be Determined

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

In the Airport's 2021 Agreement with Parkhill, Smith & Cooper, the MAF Reconstruct Asphalt Air Carrier Apron Pavement Project was included. The section of the main apron located

immediately north of the Terminal Building was constructed in 1999 with an asphalt surface pavement section as part of the construction of the concrete apron to serve the newly constructed Terminal Building. At that time this area of the apron was anticipated to only serve smaller turbo prop commuter air carrier aircraft via ground loading and was thus constructed of asphalt. Over the last few years, larger jet air carrier aircraft are using the pavement and the pavement has begun to deteriorate. This project will reconstruct this section of the apron with a concrete pavement section to support the current and forecasted large air carrier aircraft. This project is expected to be funded by FAA Funding at 90% FAA and 10% City/Airport.

Morris William Jr.

City Manager's Office

Parkhill

PROJECT MANUAL – ISSUE FOR BID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Reconstruct Asphalt Air Carrier Apron

Midland, Texas

Midland International Air & Space Port

March | 2024

Parkhill Project #01618922

Parkhill

PROJECT MANUAL – ISSUE FOR BID

MIDLAND INTERNATIONAL AIR & SACE PORT (MAF)

Reconstruct Asphalt Air Carrier Apron

Midland, Texas

Midland International Air & Space Port

PARKHILL SMITH & COOPER, INC. F-560
STATE OF TEXAS
LAWRENCE G. BELL
80564
LICENSED PROFESSIONAL ENGINEER
02/28/2024

March | 2024

Parkhill Project #01618922

PACKET 15.4 March 19, 2024

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS ..... A
INSTRUCTIONS TO BIDDERS ..... IB
BID BOND ..... BB
PROPOSAL C
CONTRACT ..... D
PERFORMANCE BOND ..... E
PAYMENT BOND ..... F
CERTIFICATE OF INSURANCE ..... G
EXPERIENCE RECORD ..... H
EQUIPMENT SCHEDULE I

Contract Assurance
City of Midland Department of Airports - DBE Policy Statement
Special Provisions
General Conditions
Federal Contract Provisions
Guidelines for Contract Provisions
Wage Rate Determinations

FAA AC 150/5370-10H

PART 1 – GENERAL CONTRACT PROVISIONS
Section 10 Definition of Terms
Section 20 Proposal Requirements and Conditions
Section 30 Award and Execution of Contract
Section 40 Scope of Work
Section 50 Control of Work
Section 60 Control of Materials
Section 70 Legal Regulations and Responsibility to Public
Section 80 Execution and Progress
Section 90 Measurement and Payment

TECHNICAL SPECIFICATIONS

PART 2 – GENERAL CONSTRUCTION ITEMS
Item C-100 Contractor Quality Control Program (CQCP)
Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
Item C-105 Mobilization
Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)

PART 3 – SITEWORK
Item P-101 Preparation/Removal of Existing Pavements
Item P-152 Excavation, Subgrade, and Embankment

PART 5 – STABILIZED BASE COURSES
Item P-403 Asphalt Mix Pavement Base Course

PART 7 – RIGID PAVEMENT
Item P-501 Cement Concrete Pavement

PART 9– MISCELLANEOUS
Item P-602 Emulsified Asphalt Prime Coat
Item P-603 Emulsified Asphalt Tack Coat
Item P-605 Joint Sealants for Pavements
Item P-620 Runway and Taxiway Marking

OTHER
Item MC Miscellaneous Construction
Item MC Nonwoven Geotextile Interlayer

APPENDICES
APPENDIX A – GEOTECHNICAL REPORT

ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS

Sealed proposals addressed to the City Secretary will be received at the office of the City Secretary, City Hall, Midland, Texas until 2:30 p.m., Thursday, April 18, 2024, for furnishing all necessary materials, machinery, equipment, superintendence, and labor for constructing certain improvements at Midland International Air & Space Port (MAF), Midland, Texas. These improvements are contained in Plans and Specifications entitled, "Midland International Air & Space Port, Reconstruct Asphalt Air Carrier Apron," dated March 2024.

Immediately following the closing time for receipt of Bids/Proposals will be publicly opened and read aloud. Any Bid received after closing time will be returned unopened.

Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work items may be generally described as remove existing asphalt pavement and replace with concrete pavement.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for MAF, Midland, Texas.

A Bid Proposal guaranty is to accompany the Bid, thereby guaranteeing the good faith of the Bidder and that Bidder will enter the written contract. The guaranty is to amount to 5 percent of the total Bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or a Bid Bond.

Bidders are expected to inspect site of Work and inform themselves regarding all local conditions.

In all areas of employment, women will be afforded equal opportunity for employment. Employment of women shall not diminish the standards or requirements for employment of minorities.

This Project is subject to Minority Business Enterprise Contract Provisions, Foreign Trade Restrictions, Federal Debarment and Suspension, Drug-free Workplace, and other requirements stated in the Instructions to Bidders and other Sections of Project Specifications and Contract Documents.

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have maximum opportunity to participate in performance of contracts financed in whole or in part with Federal funds.

Buy American Provision. Proposed contract is subject to the Buy American Provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirement are contained in Specifications.

MAF treats Bidder/Offer compliance with good faith effort requirements as a matter of responsiveness.

PACKET 15.7 March 19, 2024

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is the policy of MAF to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit Bids/Proposals. Award of this Contract will be conditioned upon satisfying requirements of this bid Specification. These requirements apply to all Bidders/Offerors, including those who qualify as a DBE. DBE contract goal of 9.8 percent has been established for this Contract. Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet contract goal for DBE participation in performance of this contract.

Successful Bidder/Offeror will be required to submit the following information:

(1) names and addresses of DBE firms that will participate in Contract;
(2) description of work each DBE firm will perform;
(3) dollar amount of participation of each DBE firm participating;
(4) written documentation of Bidder/Offeror commitment to use a DBE subcontractor whose participation submits to meet contract goal;
(5) written confirmation from DBE of participation in Contract as provided in commitment made under (4); and
(6) if contract goal is not met, evidence of good faith efforts.

Successful Bidder or Offeror must provide written confirmation of participation from each DBE firm the Bidder/Offeror lists in their commitment. Bidder/Offeror must submit DBE written confirmation of participation within five days of receiving Owner notice to successful Bidder.

Information for Bidders, Proposal forms, Specifications, and Plans are on file in the office of the Director of Airports, MAF.

Downloaded documents (PDF file extension format) can be obtained from the PSC Info Exchange website after registering as a Plan Holder with Parkhill via https://parkhill.com/projects-for-bid/ or by contacting Debbie German, Project Coordinator, at dagerman@parkhill.com. No cost or deposit required for downloaded documents.

CITY OF MIDLAND, TEXAS
Marcia Bentley-German, City Secretary

INSTRUCTIONS TO BIDDERS

IB-1. BID FORMS

Bid shall be submitted on Proposal form in the bound Specifications.

In addition to the completed Proposals, bid forms shall include Bid Security, Financial Statement, and other specified documents. Failure to submit a complete Bid as specified will be considered as sufficient cause for rejection of the Bid.

IB-2. PREPARATION OF PROPOSALS

All blanks in the forms shall be filled in or marked "N.A." (Not Applicable) and all required information shall be included with Proposals. Bid prices shall be written in ink. Receipt of all addenda issued shall be acknowledged in the space provided on the addendum. Each addendum received and the Bid Security shall be enclosed with Proposal. Proposal and accompanying documents shall be enclosed in a sealed envelope, addressed to the City Secretary, 300 N. Loraine, Midland, Texas 79701, marked "MAF Reconstruct Asphalt Carrier Apron" with name and address of Bidder also shown thereon. **If Sealed Bid is sent in a mailing envelope, outside of mailing envelope must also have same marking visible.**

IB-3. EXPERIENCE RECORD AND FINANCIAL STATEMENT

Experience Record included herein, shall be filled in, showing completed jobs, of a similar nature to the one covered by Proposal, and work in progress with contract and bond amounts and percent complete.

A sworn statement of the current financial condition of Bidder shall also be enclosed with Proposal, to provide Owner with information relative to the responsibility of bidders and their ability to finance and construct the Work. This statement shall be enclosed with Proposal in a separate envelope and will be returned to Bidder upon return of his Bid Security.

TxDOT prequalification can be submitted in lieu of a financial statement with bids; however, financial information may be required of the apparent low Bidder.

IB-4. BID SECURITY

Each proposal must be accompanied by a Bid Bond, Certified Check, or cash in the amount of not less than 5 percent of the maximum bid submitted, payable without recourse to the City of Midland, Texas. If a Bid Bond is submitted as Bid Security, it shall be executed by an approved surety company authorized to do business in the State of Texas and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Such Bid Security shall be so conditioned if Bidder is awarded Contract and unable or fails to furnish Performance and Payment Bonds and execute Contract within 10 days after date of award, Security shall revert to Owner as compensation for damages which Owner suffers because of such failure by Bidder.

IB-5. PERFORMANCE AND PAYMENT BONDS

With execution and delivery of the Contract Documents, Contractor shall furnish, on the forms provided herein, bonds, as required by the General Conditions, of 100 percent of the total contract price, executed by an approved surety company authorized to do business in the State of Texas, and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Performance and Payment Bonds submitted shall be in compliance with Chapter 2253 of the Texas Government Code.

IB-6. INTERPRETATION OF BIDS

No Bid will be considered which fails to supply all information indicated, or which has any limitation or provisions placed upon it by Bidder. In case of a difference between the written words and the figures in Proposal, amount stated in written words will be considered as bid price, without recourse on the part of Contractor. In case of ambiguity or lack of clearness in Proposal, Owner will adopt the most advantageous construction thereof or reject the Bid. Owner reserves the right to accept or reject any or all Bids, if it is deemed to be in the best interest of the public. Further, Owner reserves the right to reject any Bids because of irregularity or to waive such irregularity if such action is in the public interest.

IB-7. DISPOSITION OF BIDS

Owner expects to make award of the Contracts as soon as possible after the opening of bids, but specifically reserves the right to hold all Proposals for a period not to exceed 90 days, before making an award. No Proposal, having been opened, may be withdrawn prior to expiration of this 90-day period. Bid Security of all but the successful Bidder will be returned upon making an award.

Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Advertisement for Bidders and the Instructions to Bidders.

IB-8. EXAMINATION OF SITE, PLANS, AND SPECIFICATIONS

Before submitting Proposal, each Bidder shall have made a thorough examination of the site of Work and of the Plans and Specifications and shall become informed as to the location and nature of the proposed construction, labor conditions and all other matters that may affect the cost and time of completion of the Work upon which he bids. Bidders shall make such investigations of the nature of the Project as deemed necessary and shall assume all responsibility for fully informing themselves of the character of materials which will be encountered. Submission of a Proposal shall be prima facie evidence that Bidder has made such an examination. Contact Chris Welch, Airport Facilities Manager (432.560.2200), to schedule a site examination visit.

IB-9. PREBID CONFERENCE

A prebid conference will be held at 10:00 a.m., Tuesday, April 2, 2024, in the Conference Room at Midland International Air & Space Port (MAF). At this time, all interested bidders will be requested to appear and present any questions they may have pertaining to this Project. All Bidders are urged to attend prebid conference because they will be charged with notice of the matters discussed therein. Attendance to the prebid conference is NOT mandatory.

IB-10. INTERPRETATION OF SPECIFICATIONS PRIOR TO BIDDING

Any questions arising during the advertising period as to the meaning or intent of the Specifications will be answered by an addendum which will be sent to all who have placed a deposit and/or furnished Plans and Contract Documents issued by Parkhill. Engineer shall receive requests for clarifications to Specifications and Plans at least 3 days prior to the date for receipt of bids.

Receipt of each addendum shall be acknowledged by Bidder in the space provided and each addendum shall be enclosed with Proposal when it is submitted. All addenda shall become a part of these Contract Documents.

IB-11. AVAILABILITY OF PLANS

A. For Bidders

All parties with an interest in the type of Work included in the Project covered by these documents, shall be given a reasonable opportunity to examine the documents and prepare a bid or sub-bid. Documents may be examined without charge as noted in the Notice to Bidders.

Downloadable documents (PDF file extension format) can be obtained from the PSC Info Exchange website after registering as a Plan Holder with Parkhill via https://parkhill.com/projects-for-bid/ or through Debbie German, Project Coordinator, at dagerman@parkhill.com. No cost or deposit required for downloaded documents.

B. For Contractor

Contractor will be furnished five sets of Specifications and Plans for his use during construction. This shall include all Plans and Specifications furnished to material suppliers and subcontractors but does not include the executed contract copies. Plans and Specifications for use during construction will be furnished directly only to Contractor. Contractor shall then distribute copies of Plans and Specifications to suppliers, subcontractors, or others, as required for proper execution of the Work.

Should additional sets of documents be desired, they may be purchased, by Contractor only, at the following prices, exclusive of postage or freight charges:

Plans and Specifications are $150.00 per set.

IB-12. SPECIAL PROVISIONS

Attention of Bidders is directed to SPECIAL PROVISIONS included in these documents for requirements concerning Scope of Work, labor, insurance, and similar subjects.

IB-13. PLANT LOCATION AND STORAGE AREA

Contractors bidding on the Work included in this Contract who desire to locate a material storage area or other similar facility on the airport property may secure such site, buildings, or areas by direct negotiation with the Director of Airports, MAF, Midland, Texas. An area located adjacent to the Project area will be identified as available for use by Contractor for staging and material storage.

IB-14. WITHDRAWAL OF PROPOSALS

Any Bidder, upon his or his authorized representative's written request, will be given permission to withdraw his Proposal not later than the time set for opening thereof. At the time of opening of Proposals, when such Proposal is reached, it will be returned to him unread.

IB-15. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of bidder and the rejection of his bid or bids:

More than one Proposal for the same work from an individual firm, partnership, or corporation under the same or different name.

Evidence of collusion among bidders. Participants in such collusion may not receive recognition as Bidders for any future work.

Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items.

Failure to submit a unit price for each item of work for which a bid price is required by Proposal.

Lack of competency as revealed by the financial statement submitted.

Lack of responsibility as shown by past work judged from workmanship and progress standpoints.

Uncompleted Work which, in the judgment of Owner, might hinder or prevent the prompt completion of additional Work if awarded.

For being in arrears on existing contracts, in litigation with Owner, or having defaulted on a previous contract.

IB-16. MATERIAL GUARANTY

Before any contract is awarded, Bidder may be required to furnish a complete statement of origin, composition, or manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which may be subjected to the tests provided for in these Specifications to determine their quality and fitness for the Work.

IB-17. DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, Bidder will be required to conform to the DBE requirements of 49 CFR Part 26.

IB-18. WAIVER

BY SUBMITTING A BID, EACH BIDDER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM BIDDER HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND CITY EMPLOYEES, AGENTS, AND OFFICERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID;
2. WAIVER OR DELETION OF ANY REQUIREMENT UNDER BID DOCUMENTS OR CONTRACT DOCUMENTS;
3. ACCEPTANCE OR REJECTION OF ANY BIDS; AND
4. AWARD OF CONTRACT.

BY SUBMITTING A BID, BIDDER ACKNOWLEDGES AN UNDERSTANDING OF ALL BIDDING DOCUMENT TERMS AND CONSENTS TO BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS/IS NO DISPARITY OF BARGAINING POWER BETWEEN BIDDER AND THE CITY OF MIDLAND, TEXAS.

BIDDER AGREES THIS IS THE INTENTIONAL RELINQUISHMENT OF THE LISTED PRESENTLY EXISTING KNOWN RIGHTS.

IB-19. WAIVER OF ATTORNEY FEES

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS/MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT, OR CONSTRUCTION, INTERPRETATION OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, CONTRACTOR AGREES TO ABANDON, WAIVE, AND RELINQUISH ANY AND ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES AN UNDERSTANDING OF ALL TERMS AND CONDITIONS OF CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT WAS/IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR.

THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

BID BOND

THE STATE OF TEXAS)

SURETY'S NO._____

COUNTY OF MIDLAND)

KNOWN ALL MEN BY THESE PRESENTS, THAT_____

_____(hereinafter called "Principal"), as Principal, and_____

_____ (hereinafter called "Surety"), as Surety, are held and firmly bound unto the City of Midland, a home rule municipal corporation of Midland County (hereinafter called "Obligee"), in the amount of_____

_____DOLLARS ($_____), for payment whereof said Principal and Surety bind themselves and their heirs, administrators, executors, and successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal submitted a Bid or Proposal to enter a certain written contract with Obligee to perform all work associated with the Reconstruct Asphalt Air Carrier Apron Project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if said Principal shall faithfully, enter such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED if said Principal should withdraw its Bid any time after such Bid is opened and before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, Obligee, in either of such events, shall be entitled and hereby given the right to collect this Bid Bond as liquidated damages.

PROVIDED further if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument, this day of _____, 20___.

_____ _____

Surety

By _____ By _____

Address _____ Address _____

_____ _____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PROPOSAL

TO: The Mayor and City Council
City of Midland
Midland, Texas

Date: _____

Gentlemen:

Pursuant to foregoing Notice to Bidders, undersigned Bidder hereby proposes to do all Work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and anything necessary to complete all Work bid, as provided by attached Specifications and shown on Plans, and is bound to acceptance of this Proposal to execute Contract and Bonds per accompanying forms, performing and completing Work within time stated, and furnishing all required guarantees, for the following prices to-wit:

RECONSTRUCT ASPHALT AIR CARRIER APRON

Item	Quantity Unit	Description of Item and Unit Prices	Total Amount
1	1 LS	Item C-100, Contractor Quality Control Program, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
2	1 LS	Item C-102, Temporary Air and Water Pollution, Soil Erosion and Siltation Control, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
3	1 LS	Item C-105, Contractor Mobilization, 8 percent, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
4	1 LS	Barricading, Signage, and Traffic Control, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
5	5,180 SY	Item P-101, Remove existing asphaltic pavements, complete, per square yard: _____Dollars and _____Cents ($_____)	$_____

Item	Quantity Unit	Description of Item and Unit Prices	Total Amount
6	105 SY	Item P-101, Remove existing concrete pavements, complete, per square yard: _____Dollars and _____Cents ($_____)	$_____
7	2,185 CY	Item P-152, Embankment in place, complete, per cubic yard: _____Dollars and _____Cents ($_____)	$_____
8	1,570 GAL	Item P-602, Emulsified Asphalt Prime Coat, complete, per gallon: _____Dollars and _____Cents ($_____)	$_____
9	2,800 GAL	Item P-603, Emulsified Asphalt Tack Coat, complete, per gallon: _____Dollars and _____Cents ($_____)	$_____
10	2,400 TON	Item P-403, Asphalt Base Course, 10 inches thick, 3 inch max lifts, complete, per ton: _____Dollars and _____Cents ($_____)	$_____
11	280 TON	Item P-403, Asphalt Base Course, 4 inches thick, 2 inch lifts, complete, per ton: _____Dollars and _____Cents ($_____)	$_____
12	4,125 SY	Item P-501, Concrete Pavement, 14 inches thick with reinforcing and all appurtenances, complete, per square yard: _____Dollars and _____Cents ($_____)	$_____

Item	Quantity Unit	Description of Item and Unit Prices	Total Amount
13	1,160 SY	Item P-501, Concrete Pavement, 10 inches thick with reinforcing and all appurtenances, complete, per square yard: _____Dollars and _____Cents ($_____)	$_____
14	5,210 LF	Item P-605, Joint sealing filler, including sawing and all appurtenances, complete, per linear foot: _____Dollars and _____Cents ($_____)	$_____
15	3,250 SF	Item P-620, Marking, including reflective media per specification, complete, per square foot: _____Dollars and _____Cents ($_____)	$_____
16	720 SF	Item P-620, Marking removal., complete, per square foot: _____Dollars and _____Cents ($_____)	$_____
17	1 LS	Item MC, Miscellaneous Construction, adjust handhole to grade with new lid and all appurtenances, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
18	5,180 SY	Item MC, Nonwoven Geotextile Interlayer, complete including anchors, per square yard: _____Dollars and _____Cents ($_____)	$_____

TOTAL BID	

Bidder shall be required to issue a resale certificate on such materials in lieu of paying sales tax on such materials at time of purchase. The City will provide successful Bidder with a sales tax exemption certificate for such materials.

Undersigned Bidder hereby confirms he has visited the Site of the Work and has carefully examined Plans, Specifications, and Contract Documents pertaining to Work covered by this Bid, and prices bid herein are based on minimum wage rates included in Specifications.

Bidder certifies, by submission of this Proposal or acceptance of this Contract, neither Bidder nor Bidder's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Bidder further agrees by submitting this Proposal, Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal.

Contractor or subcontractor, by submission of offer/execution of a contract, certifies it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
b. has not knowingly entered into any contract or subcontract for this Project with a Contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
c. has not procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to Contractor or subcontractor who is unable to certify to the above. If Contractor knowingly procures or subcontracts for supply of any product or service of a foreign country on said list for use on Project, the Federal Aviation Administration may direct, through the sponsor, cancellation of Contract at no cost to the Government.

Further, Contractor agrees if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower-tier subcontracts. Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

Contractor shall provide immediate written notice to sponsor if Contractor learns its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Subcontractor agrees to provide immediate written notice to Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If later determined Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, certification required by this provision. Knowledge and information of a contractor is not required to exceed that normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and making of a false, fictitious, or fraudulent certification may render maker subject to prosecution under Title 18, United States Code, Section 1001.

Bidder hereby agrees to commence work under this Contract within 10 days of a date specified in written "Notice to Proceed" and to complete work within the consecutive calendar day framework noted in Contract. Bidder further agrees to pay as liquidated damages, the sum of $ 1,000.00 for each consecutive calendar day beyond each phase of days allowed as hereinafter provided in Article 32 of the General Conditions.

Bidder acknowledges receipt of the following addendum: _____

_____

Enclosed with this Proposal is a Cashier's or Certified Check for _____

_____ Dollars ($_____)

or, a Proposal Bond in the sum of 5 percent of Greatest Amount Bid Dollars ($ 5 percent of Greatest Bid), which it is agreed shall be collected and retained by Owner as liquidated damages in the event the Proposal is accepted by the Owner within 90 days after date advertised for the reception of bids and undersigned fails to execute Contract or required bonds with Owner, under conditions hereof, within 10 days after date said proposal is accepted; otherwise, said check or bond shall be returned to undersigned upon demand.

_____
Contractor

(Seal if Bidder is a Corporation)

By _____

_____
Address

NOTE: Complete all blanks in this and accompanying forms and include proper Bid Security.

CONTRACT

STATE OF TEXAS

COUNTY OF MIDLAND

THIS CONTRACT, made and entered into this ___ day of _____, by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation ("***Owner***"), and _____, ("***Contractor***").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by Owner, and under the conditions expressed in the bond bearing even date herewith, Contractor hereby agrees to commence and complete the construction of items of work included in this Project, which are described as remove existing asphalt pavement and replace with concrete pavement.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port.

These improvements are shown on the Plans and Specifications entitled "Reconstruct Asphalt Air Carrier Apron" dated March 2024. The Plans and Specifications are hereby incorporated herein by reference for all legal purposes and shall apply to this Contract as if fully set forth herein.

This Contract shall include all extra work in connection therewith. All Work performed hereunder shall be in accordance with those certain General Conditions and Special Provisions, which are attached hereto and hereby incorporated herein by referenced for all legal purposes and shall apply to this Contract as if fully set forth herein. Contractor shall, at Contractor's own proper cost and expense, furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete said construction, in accordance with conditions and prices stated in Proposal attached hereto, and in accordance with all General Conditions and Special Provisions, and in accordance with plans, which includes all maps, plats, blueprints, and other Drawings and printed or written explanatory matter thereof, and Specifications therefor, as prepared by Parkhill ("***Engineer***"), each of which has been identified by endorsement of Contractor and Engineer thereon, together with Contractor's written Proposal, and General Conditions and Special Provisions, and Performance Bond and Payment Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire agreement between the parties hereof.

Contractor hereby agrees to commence work under this Contract within 10 days of a date to be specified in written "Notice to Proceed" and to complete Work under Base Bid identified on Plans within 300 calendar days from "Notice to Proceed."

Contractor further agrees to pay as liquidated damages the sum of one thousand dollars ($1,000) for each consecutive calendar day beyond days allowed as hereinafter provided in Article 32 of the General Conditions.

Owner agrees to pay Contractor from current funds for performance of this Contract in accordance with Proposal submitted therefor, subject to additions and deductions, as provided in Specifications, and to make payments on account thereof as provided therein.

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM CONTRACTOR HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND PARKHILL, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT, OR CONSTRUCTION, INTERPRETATION OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ*., AS AMENDED), CONTRACTOR AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT.

By execution of this Contract, Contractor hereby represents and warrants to the City of Midland, Texas, that Contractor has read and understood the Contract.

This Contract shall be governed by laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with this contract shall lie exclusively in Midland County, Texas. All payments and performance under or connected to this contract shall be deemed to have occurred exclusively in Midland County, Texas.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

OWNER:

CITY OF MIDLAND, TEXAS

By_____
Lori Blong, Mayor

ATTEST:

By_____
Marcia Bentley-German, City Secretary

CONTRACTOR: _____

By _____
Signature

Name, Title: _____
Print

Complete Address:

_____

_____

STATE OF _____

COUNTY OF _____

Before me, _____, on this day, personally
Notary

appeared, _____ (Name of Signer), who

□ is known to me

□ proved to me on the oath of _____
Witness

□ proved to me through _____
Document Description

to be the person whose name is subscribed herein and acknowledged to me execution of the same for purposes and consideration herein expressed.

Given under my hand and seal of office this

_____ day of _____, A.D., _____.
Day Month Year

Notary Seal

_____
Signature of Notary Officer

PERFORMANCE BOND

SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ _____ hereinafter called "Surety," are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of _____ _____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, Texas, for payment whereof said Principal and Surety bind themselves and their heirs, administrators, executors, and successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered a certain written contract with the Owner-Obligee, dated the ____ day of _____ 20___, to the Reconstruct Asphalt Air Carrier Apron for the Midland International Air & Space Port, Midland, Texas specifically including in the Scope of this Work and Bond, additional maintenance guaranty provisions set forth in Contract conditions, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principal's primary obligation to perform according to Plans and Specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if said Principal shall faithfully perform Work in accordance with Plans, Specifications, Instructions to Bidders, General and Special Conditions, and other Contract Documents, including any addendums thereto, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED further if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

PROVIDED further this Performance Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

Surety, for value received, stipulates and agrees no change, extension of time, alteration, or addition to terms of the Contract, or to the Work performed thereunder, or Plans, Specifications or Drawings accompanying the same, or any assignment of the Contract as may be provided for in Instructions to Bidders, shall in any way affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, assignment thereof, or to the Work to be performed thereunder.

IN WITNESS WHEREOF said Principal and Surety have signed and sealed this instrument, this ____ day of _____, 20__.

_____	_____
Contractor	Surety
By _____	By _____
	(Title)

NOTE: If signed by an officer of Surety Company, there must be on file a certified extract from by-laws showing this person has authority to sign such obligation. If signed by an Attorney in Fact, Owner must be furnished with a copy of Power of Attorney for their files.

PAYMENT BOND

SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of the City of _____, County of _____, and State of _____, as principal, and _____, hereinafter called "Surety," are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called "City-Obligee"), in the penal sum of _____ _____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, for payment whereof said Principal and Surety bind themselves and their heirs, administrators, executors, and successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a certain written contract with Owner-Obligee, dated the ____ day of _____ 20___, to the Reconstruct Asphalt Air Carrier Apron for the Midland International Air & Space Port, Midland, Texas which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is if said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Contract, then this obligation shall be null and void; otherwise, to remain in full force and effect.

PROVIDED further if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

PROVIDE further this Payment Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

Surety, for value received, stipulates and agrees no change, extension of time, alteration, or addition to terms of this Contract, or to Work performed thereunder, or Plans, Specifications, or Drawings accompanying the same, or any assignment of Contract as may be provided in Instructions to Bidders, shall in any way affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration, or addition to terms of the Contract, assignment thereof, or to work to be performed thereunder.

WITNESS our hands this the _____ day of _____, 20___.

_____	_____
Contractor	Surety
By _____	By _____
	(Title)

NOTE: If signed by an officer of Surety Company, there must be on file a certified extract from by-laws showing this person has authority to sign such obligation. If signed by an Attorney in Fact, Owner must be furnished with a copy of Power of Attorney for their files.

CERTIFICATE OF INSURANCE

TO: CITY OF MIDLAND
MIDLAND INTERNATIONAL AIR & SPACE PORT
MIDLAND, TEXAS

Date _____

Type of Project: Reconstruct Asphalt Air Carrier Apron

THIS IS TO CERTIFY THAT _____
(Name of Insured)

is, at the date of this certificate, insured by this Company with respect to business operations hereinafter described, for types of Insurance and in accordance with provisions of standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE				
Policy No	Effective	Expires	Limits of Liability	
Workmen's Compensation		Public		
1 person	$_____	Liability		
1 accident	$_____	Contingent		
1 person	$_____	Liability		
1 accident	$_____			
Property Damage				
Builder's Risk				
Automobile				
Other				

SAMPLE ONLY
SUCCESSFUL
CONTRACTOR
SHALL PROVIDE
CERTIFICATE FROM
INSURANCE
HIS CARRIER

Foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Description of Operations Covered: _____

The noted policies either in the body thereof or by appropriate endorsement provide they may not be changed or cancelled by insurer in less than the legal time required after insured receives written notice of such change or cancellation, or, in case there is no legal requirement, in less than five days after insured receives such written notice.

SEND EIGHT COPIES OF THIS
CERTIFICATE TO OWNER

_____
(Name of Insurer)

By _____

Title _____

Phone _____

NOTE: Name CITY OF MIDLAND and PARKHILL as additional insureds on required insurance policies.

EXPERIENCE RECORD

List of Projects, like that covered by Proposal, Bidder successfully completed:

Amount of Contract Award	Type of Work	Date Completed	Name and Address of Owner

List of Projects Bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Percent Completed	Name and Address of Owner

List of Surety Bonds in force on uncompleted work:

Amount of Contract Award	Amount of Bond	Name of Surety Company

Bidder

Print Name:

Business Address

EQUIPMENT SCHEDULE

Bidder should list major equipment available and serviceable for use on this Work.

Portion of Work Bidder proposes to sublet, if any:

Dated this _____ day of _____, 20____.

By _____

Title _____

CONTRACT ASSURANCE

Contractor will ensure the following clause is placed in every DOT-assisted contract and subcontract:

Contractor or subcontractor shall not discriminate based on race, color, national origin, or sex in performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in award and administration of DOT-assisted contracts. Failure by Contractor to carry out requirements is a material breach of this Contract which may result in termination of this Contract or such other remedy as recipient deems appropriate. This may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying Contractor from future bidding as non-responsible.

PROMPT PAYMENT

Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of contract no later than 30 working days from receipt of each payment Prime Contractor receives from the City of Midland. Prime Contractor agrees further to return retainage payments to each subcontractor within 30 working days after subcontractor's work is satisfactorily completed. Any delay or postponement of payment from above referenced time frame may occur only for good cause following written approval of the City of Midland. The clause applies to both DBE and non-DBE subcontractors.

For purposes of this section, a subcontractor's work is satisfactorily completed when all tasks called for in subcontract have been accomplished and documented as required by the City of Midland. When the City of Midland makes an incremental acceptance of a portion of a Prime Contract, work of a subcontractor covered by that acceptance is deemed satisfactorily completed.

Contractor will not be reimbursed for Work performed by subcontractors unless and until Contractor ensures subcontractors are promptly paid for Work, they have performed.

Contractor failure to comply with requirements of DBE Plan shall constitute a material breach of this Contract. In such a case, the City of Midland reserves the right to terminate Contract; to deduct amount of DBE goal not accomplished by DBE from money due or to become due Contractor, not as a penalty but as liquidated damages to the City of Midland or such other remedy/remedies as the City of Midland deems appropriate.

CITY OF MIDLAND DEPARTMENT OF AIRPORTS
DBE POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Midland, Owner, and Operator of Midland International Air & Space Port, herein referred to as MAF, established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. MAF received Federal financial assistance from the Department of Transportation and as a condition of receiving this assistance, MAF signed an assurance to comply with 49 CFR Part 26.

It is the MAF policy to ensure DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy to:

1. ensure nondiscrimination in award and administration of DOT-assisted contracts;
2. create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. ensure DBE Program is narrowly tailored in accordance with applicable law;
4. ensure only firms who fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. help remove barriers to participation of DBEs in DOT-assisted contracts; and
6. assist development of firms that can successfully compete in the marketplace outside the DBE program.

An MAF staff person has been delegated as the DBE Liaison Officer. In that capacity, appointed staff is responsible for implementing all DBE program aspects. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by MAF in financial assistance agreements with the Department of Transportation.

MAF disseminated this policy statement to the City Council of the City of Midland, Texas, and all components of the organization. We distributed this statement to DBE and non-DBE business communities who perform Work for us on DOT-assisted contracts. This is accomplished via inclusion in all our Bid Documents.

Justine Ruff, Director of Airports

Section 26.37 Monitoring Responsibilities

MONITORING PAYMENTS TO DBEs AND NON-DBEs

MAF undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished as follows:

1. Prime Contractors must submit monthly proof of prompt payment to Airport.
2. DBELO will monitor prompt payment to subcontractors via review of cancelled checks and/or accounts payable ledgers submitted with monthly reports.
3. DBELO will verify checks payable to subcontractors are dated within prompt payment period.
4. DBELO may also contact DBE subcontractors by phone/email to confirm receipt of payment within prompt payment period.

Airport requires prime contractors to maintain records/documents of payment to subcontractors, including DBEs, for a minimum of three years unless otherwise provided by applicable record retention requirements for Airport financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the MAF or DOT. This reporting requirement extends to all DBE and non-DBE subcontractors.

INFORMATION TO BE SUBMITTED (26.53(B)):

MAF treats Bidder/Offeror compliance with good faith effort requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is MAF policy to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit Bids/Proposals. Award of this Contract will be conditioned upon satisfying Bid Specification requirements applying to all Bidders/Offerors, including those who qualify as a DBE. A DBE Contract goal of 9.8 percent has been established for this Contract. Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the Contract goal for DBE participation in performance of this Contract.

Types of actions to support good faith efforts at meeting Contract goal for DBE participation (not intended as an all-inclusive list and other methods by Bidder may be relevant in documenting good faith effort:

1. Have DBE subcontractors attend Prebid Meeting
2. Documentation of notices sent to potential DBE subcontractors requesting interest in bidding.
3. Documentation of emails sent to potential DBE subcontractors requesting interest in bidding.
4. Documentation (dates and times) of phone calls made to potential DBE subcontractors informing them of the Project and soliciting an interest in bidding. This should include follow-up calls to support aggressively attempting to obtain DBE participation.

Good faith effort documentation must be included with Proposal submitted.

TO INCLUDE WITH PROPOSAL:

Bidder/Offeror shall include with their proposal:

1. Form 1: Disadvantaged Business Enterprise (DBE) Utilization, (signed by Bidder/Offeror);
2. Form 2: Letter of Intent (for each DBE firm). Note: *DBE firm signature not required at time of proposal submission*; and
3. Completed Bidder Information Sheet.

UPON AWARD OF CONTRACT:

Successful Bidder/Offeror will be required to submit the following information within 5 days of Bid Opening:

(1) names and addresses of DBE firms who will participate in the Contract;
(2) description of work each DBE firm will perform;
(3) dollar amount of participation for each DBE firm participating;
(4) written documentation of Bidder/Offeror commitment to use a DBE subcontractor whose participation meets Contract goal;
(5) written confirmation from DBE of Contract participation as provided in commitment made under (4); and
(6) upon unmet Contract goal, evidence of good faith efforts. Successful Bidder/Offeror must submit DBE written confirmation of participation within five days after Bid Opening.

Midland International Air & Space Port

To all Bidders for AIP-funded projects for Midland International Air & Space Port (MAF):

Any company desiring to submit a bid on an AIP grant project for MAF, must complete a Bidder Information Sheet that includes:

- Name of Firm;
- Address of Firm;
- Age of Firm;
- If Firm is a certified Disadvantaged Business Enterprise (DBE); and
- Amount of annual gross receipts.

Before Contract is awarded, companies must also submit Demonstration of Good Faith Efforts, Form 1: DBE Utilization, and Form 2: Letter of Intent for each DBE subcontractor. If DBE goal percentage is met, complete one Form 1 and a separate Form 2 for each DBE subcontractor. If not met, complete Form 1 and submit documentation of Good Faith Efforts (see 49 CFR Part 26, Appendix A) to support percentage accomplished.

Upon Airport acceptance of bid, submit the following information to MAF Disadvantage Business Enterprises Liaison Officer (DBELO) before Project starts:

- Commitments made to all subcontractors (DBE/non-DBE): MAF Form 2: Letter of Intent or TxDOT Form 4901; and
- Proof of DBE certification of all DBE subcontractors.

Once Project starts, submit monthly to the DBELO a Monthly Progress Report (MAF form or TxDOT Forms 4903 or 4904) of actual dollar amount paid to DBE subcontractors.

Call 432.560.2200 for questions. Thank you for your time and consideration regarding this matter.

Sincerely,

MAF, Liaison Officer
Disadvantage Business Enterprise

Encl

FORMS 1 AND 2: DEMONSTRATION OF GOOD FAITH EFFORTS

Form 1: Disadvantaged Business Enterprise (DBE) Utilization

Undersigned Bidder/Offeror has satisfied bid specification requirements as follows:

☐ Bidder/Offeror met DBE contract goal:

Bidder/Offeror is committed to a minimum of 9.8% DBE utilization on this contract.

☐ Bidder/Offeror has not met DBE contract goal:

Bidder/Offeror is committed to a minimum of 9.8% DBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Legal name of Bidder/Offeror's firm: _____

Bidder/Offeror Representative: _____

Name/Title: _____

_____ _____

Signature Date

Form 2: Letter of Intent

Note: Authorized representative (AR) named herein must be a vested individual with authority to make contracting decisions on behalf of the firm.

Name of Bidder/Offeror's firm: _____

Name/title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name/title of DBE firm's AR: _____

Address: _____

City: _____ State: ____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm: _____

Description of Work	NAICS	Dollar Amount/%*	Dealer/Manufacturer**

**Percentage to be used only in negotiated procurements, including design-build contracts.*
***For material suppliers only, indicate if DBE is a manufacturer or regular dealer as defined by §26.55.*

Undersigned Bidder/Offeror is committed to utilizing the named DBE firm for work described herein. Total expected dollar value of this Work is $_____. Bidder/Offeror understands if awarded contract/agreement resulting from this procurement, it must enter a subcontract with identified DBE firm representative of listed type and amount of Work. Bidder/Offeror understands upon submitting this form with bid/offer, it may not substitute/terminate listed DBE without following procedures of 49 CFR Part 26, §26.53.

_____ _____

Signature of Bidder/Offeror's Authorized Representative Date

Undersigned DBE affirms it is ready, willing, and able to perform amount and type of work as described herein and is properly certified to be counted for DBE participation, therefore.

_____ _____

Signature of DBE's Authorized Representative Date

If Bidder/Offeror does not receive award of Prime Contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

DBE/NON-DBE MONTHLY PROGRESS REPORT FOR MAF

Project: _____ AIP Grant No.: _____

Contractor: _____ Contract Amount: _____

DBE Goal: _____ DBE Goal Dollars: _____

Contractor DBE Status (DBE/non-DBE): _____ Reporting Month: (Month/Year): _____

Vendor Number	Name of Prime/Subcontractor DBE or Non-DBE	*D/N	**Disadvantaged Group	Type of Work	***Total $ Amt Paid for Work Performed (Prime & Sub; DBE & Non-DBE)	**** $ Amt Paid to Non-DBE Firm this Pay Period	***** $ Amt Paid to DBE Firm this Pay Period

* All payments to DBE and Non-DBE firms are required to be reported (D=DBE; N=non-DBE).

** If firm is a DBE, report Disadvantaged Group the DBE firm falls under: BA=Black American; HA=Hispanic American; NA=Native American; SAA=Subcont. Asian American; APA=Asian Pacific American; NMW=Non-Minority Women; O=Other.

*** Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE/second-tier subcontractors and haulers from this column.

**** Report amount paid to non-DBE firm or sub.

***** Report amount paid to DBE firm or sub.

If using a non-DBE hauling firm that leases from DBE truck owner-operators, payments made to each owner-operator must be reported separately. Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

Submission of this report for periods of negative DBE activity is required. This report is required monthly until entirety of Project specified is completed.

I hereby certify the above is a true and correct statement of amounts paid to the DBE or Non-DBE firms listed above.

Signature: _____ Date: _____

Company Official

🛠This report must be submitted with monthly request for payment.

Midland International Air & Space Port

Department of Airports

BIDDER INFORMATION SHEET

Firm Name: _____

_____

Address: _____

_____

_____

Age of Firm: _____

Is your Firm a Certified Disadvantaged Business Enterprise (DBE)? **YES** ☐
NO ☐

Mark the category of your Firm's Annual Gross Receipts.

- ☐ **Less than $1 million.**
- ☐ **More than $1 million, less than $5 million.**
- ☐ **More than $5 million, less than $10 million.**
- ☐ **More than $10 million, less than $15 million.**
- ☐ **More than $15 million.**

SPECIAL PROVISIONS

SP-1 SCOPE OF WORK

Work to be accomplished under these Specifications including Plans shall consist of:

1.1 Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work may be generally described remove existing asphalt pavement and replace with concrete pavement.

1.2 Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port (MAF), Midland, Texas.

1.3 Contractor shall furnish all labor, materials, and equipment necessary to complete Work called for in these Specifications and shown on the Plans.

1.4 Payment for various items of Work will be made as specified under various payment articles of Technical Sections.

SP-2 CONTRACT DOCUMENTS

All Work covered by this Contract shall be done in accordance with Contract Documents described in the General Conditions. Drawings included in documents consist of the plans entitled "Reconstruct Asphalt Air Carrier Apron," dated March 2024.

Bidders shall be thoroughly familiar with all Drawings and Specifications. Contractor shall be responsible for satisfactory completion of all Work shown on Drawings or specified.

Intent of Plans and Specifications is to prescribe a complete Work or improvement which Contractor undertakes to do in full compliance with Plans, Specifications, Special Provisions, Proposal, and Contract. Contractor shall do all Work including such additional, extra, and incidental Work considered necessary to complete the Project in a satisfactory and acceptable manner, as provided in Plans, Proposal, and Contract. Unless otherwise provided in Specifications, Special Provisions, or Contract, Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to prosecute completion of Work.

Contract Documents are complementary and that called for by any one entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

- Signed Contract,
- Performance Bond,
- Special Bonds (if any),
- Proposal,
- Special Provisions,
- Notice to Bidders,
- Instructions to Bidders,
- Technical Specifications,
- Plans,
- General Conditions of Contract, and
- General Contract Provisions.

SP-3 TIME AND ORDER OF COMPLETION

Contractor is permitted to prosecute certain portions of Work in order and manner of own choosing to the best interest of the Project; however, Work shall be conducted in such manner and with such materials, equipment, and labor as required to ensure completion in accordance with Plans and Specifications within time stated in Proposal and Contract. Contractor shall furnish Parkhill with proposed progress schedule and Parkhill shall approved schedule before Work is commenced on Project.

Contractor is reminded approved material submittals are required before incorporation of materials into this Project. To avoid delays in Work progress, provide complete information to Parkhill as early as possible for review and approval.

Contractor will be required to execute various portions of the Project in phases to maintain usage of airport facilities as well as safety during the entire Project. Contractor will be allowed to develop own phasing plan which will meet phasing intent shown on Plans. Contractor phasing plan will be subject to Parkhill approval.

The following time and schedule constraints and understandings shall be included in the progress schedule preparation and Project execution:

Project phasing plan is structured to keep two of the three North Terminal aircraft gates operational, Gates 1A, 1, and 2. During Contractor Phase 1 work, aircraft Gates 1 and 2 will remain operational. During Contractor Phase 2 work, aircraft Gates 1A and 2 will be operational. Phasing plan is structured to minimize Phase 2 work area and construction duration. Phase 1 construction completes pathways needed for active use during Phase 2 for aircraft, passengers, and support vehicles. During Phase 2, completed Phase 1 work area will be open and active for aircraft entering and leaving Gate 1A and passengers will traverse from Terminal to and from Gate 1A. Passengers will ground load at Gate 1A.

Contractor shall complete transition time duration to relocate staging area from Phase 1 to Phase 2 during a maximum of three working days. During this transition, the only operable North Terminal aircraft gate will be Gate 2. Thus, Contractor shall fully coordinate transition closure dates with MAF and Parkhill a minimum of 14 days prior, so all stakeholders are aware of this critical timeframe. Transition from Phase 1 to 2 shall remove ALL construction equipment, materials, stockpiles, and facilities from both Phase 1 work area and Phase 1 staging area. Contractor shall leave Phase 1 work area fully completed, fully cleared, cleaned, and suitable for FOD inspection and general inspection by MAF, Parkhill, and airline personnel. (The barricade line north of Phase 1 shall remain in place during Phase 2 per Phasing Plan.)

Contractor shall complete Phase 2 within 60 consecutive calendar days after completion of Phase 1. During Phase 2, as indicated on Phasing Plan, Contractor shall maintain two haul traffic guards required to be present at their specific north and south stations at all times Contractor personnel are present at Phase 2 work site. Traffic guards are responsible for stopping Project haul road traffic from traveling on or being present on haul road located directly east of Gate 1A when aircraft enter or exit Gate 1A. The haul traffic guards must coordinate with airline ramp personnel “wing-walkers” who will accompany aircraft entering and leaving Gate 1A during Phase 2. During Phase 2, airline ramp personnel have the authority to direct haul route closure and closure time period to safely move aircraft into and out of Gate 1A. Airline ramp personnel shall have traffic closure “right-of-way” during Phase 2.

Other Contractors may perform Work for Owner in the same general area as that covered under this Contract. Contractor shall be expected to coordinate his Work with Work of other Contractors as required to ensure all Work can be carried out with the least possible interference with operation of other contractors or Owner. Contractor coordination with other contractors shall require Parkhill approval. Owner reserves the right to control and direct sequence of operations in areas others will be working. Provision shall be made for other contractors to have suitable space to Work, store materials, as well as access to these areas.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports and other contractors. Portions of taxiways and runways will be closed as required for proper execution of Work, but at least three days' notice will be required before closing any portion of a taxiway or runway. Director of Airports will file Notice to Airmen (NOTAMs) required for various construction operations.

When closing portions of airfield for construction, keep time closed to a minimum. Contractor is required to provide, install, and maintain approved closed runway/taxiway markings in accordance with the latest FAA Advisory Circular 150/5370 and other applicable FAA regulations. No separate measurement or payment shall be made for closed runway or taxiway marking. Coordinate all operations through Parkhill and Director of Airports.

SP-4 LIMITATION OF OPERATION

Complete each item of Work without delay. In no instance shall Contractor be permitted to transfer forces from uncompleted Work to new Work without Parkhill permission. Contractor is required to submit a schedule of operations to Parkhill for approval. Contractor shall not commence new Work to the prejudice of Work already started.

Contractor shall take all necessary precautions to ensure operating aircraft and passenger safety as well as that of Contractor equipment and personnel. Give special considerations to flight schedules and routes taken by equipment traveling within Airport area. Contractor shall provide all such equipment with a flag on a staff attached to equipment, so flag is readily visible. Flag shall be not less than 3 feet square, checkered pattern of international orange-and-white squares, not less than 1 foot on each side. Contractor shall estimate all difficulties to be encountered. Keep equipment not actually in operation clear of landing areas. Personnel shall not enter areas of Airport where aircraft are operating without specific permission.

Nighttime construction activities are not permitted without prior approval of Parkhill and Director of Airports. If required and permitted, nighttime construction activities shall be as noted on Plans and coordinated, through Parkhill, with Director of Airports. During nighttime construction, Contractor shall provide all equipment traveling within Airport area with a flashing light that is always visible and operational.

Coordinate all operations through Parkhill and Director of Airports, so no interference with aircraft traffic on active runways, taxiways, or aprons will result from Contractor operations. Construction activities are not allowed within safety areas of any active runway/taxiway unless approved by Parkhill and Director of Airports.

- Taxiway safety area is the area within 90 feet of the centerline of any taxiway/taxilane.
- Runway safety area is the area within 250 feet of the centerline of any runway when aircraft are operating under Visual Flight Rule (VFR, clear weather) conditions, or within 570 feet of the centerline of any runway when aircraft are operating under Instrument Flight Rule (IFR, inclement weather) conditions.

As required, Contractor shall maintain flagpersons to direct construction traffic to cross or travel along any active taxiway, apron, or runway. Direct traffic away from these facilities when possible and never allow traffic to cross an active runway, taxiway, or apron without proper clearance.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports. Aprons, runways, and taxiways will be closed as required for proper execution of Work as provided in previous Articles.

Contractor shall exert every effort to maintain safety of aircraft traffic and be acquainted with rules and regulations concerning aircraft traffic safety. Maintain FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports during Construction," requirements. Violations of safety rules by Contractor workers shall result in discharge of such workers in accordance with General Conditions. Continued violations of safety rules and regulations by Contractor, after Parkhill or MAF notify Contractor of such violations, shall constitute grounds for suspending Contractor operations until steps are taken to insure a safe operation.

Contractor's field office and material storage area may be located inside secure area of Airport but outside safety areas of taxiways/runways near construction. Contractor shall provide an area for parking all equipment not used for construction purposes, as well as for parking employee vehicles. This area shall be located away from the Airport operational area (AOA) in an area approved by Parkhill and Director of Airports. No employee or other unauthorized vehicles will be allowed within the AOA. If Contractor needs field office outside of secure area, Contractor can install temporary security fencing around office site. Airport must approve security fence.

Contractor shall utilize existing vehicle gates for employees and subcontractors. Contractor shall be responsible for allowing only authorized personnel to enter the AOA through this gate. Contractor shall always control entrance through the gate by employees or subcontractors entering/exiting the gate.

Hauling routes shall not be along/across any paved airport street, road, apron, taxiway, or runway without specific written authorization from Parkhill and Director of Airports. Any damage incurred by Contractor equipment shall be repaired by and at Contractor expense and as required by Parkhill and Director of Airports.

Contractor shall maintain pavement surfaces of runways, taxiways, and aprons, allowed to be used as hauling routes, in a clean condition, suitable for use by aircraft, as determined by Director of Airports.

Successful Bidder is subject to a pre-award review by Office of Compliance and Security, Equal Opportunity Division, Federal Aviation Administration, to determine Contractor's previous compliance status.

Contractor is subject to a preconstruction conference to discuss phasing and Project safety control after award of Contract.

SP-5 CONSTRUCTION ACTIVITY

When construction activity is performed on/adjacent to AOA, the following rules and regulations apply unless otherwise authorized by Airport Operations. **Contractor must have all picture-badged supervisors fingerprinted. Fingerprinting cost is $70.00 per person, paid by Contractor**.

5-1 AOA Badge: At least one supervisor with an AOA picture badge must always be present with any group of unbadged personnel.

5-2 Escorts: All escorts performed by Contractor within AOA must be accomplished by picture-badged personnel operating a vehicle marked by a 3- by 3-foot orange-and-white checkered flag. Traffic must always adhere to haul routes (see Subarticle 5-3). Only authorized airport personnel are to perform escorts off established haul routes.

5-3 Haul Routes: Establishment of AOA haul routes must be authorized through Airport Operations. Contractor shall furnish, erect, maintain, and remove flags for delineation of haul routes. Criteria of establishing perimeter of a haul route and restricted areas will be as follows:

A. Green flags will prominently mark either side of haul route at intervals to easily define route.
B. Yellow flags will prominently mark a boundary 500 feet adjacent to a runway centerline to delineate restricted areas during poor visibility as determined by Airport Operations.
C. Red flags will prominently mark a boundary 250 feet adjacent to a runway centerline to indicate entry is prohibited unless specifically authorized by Airport Operations.
D. Haul Routes that cross/come within 153 feet of a taxiway must have a flagperson present to control vehicular traffic.
E. No haul route may come within 1,000 feet from end of a runway unless specifically authorized by Airport Operations.

5-4 Cranes: Any construction activity utilizing a crane or other hoisting device shall have prior written approval of FAA. Contractor shall be responsible for filing prescribed forms for airspace clearance in accordance with Part 77 of Federal Aviation Regulations. Applications for airspace clearance must be submitted at least 30 days before construction activities. To avoid construction delays, Contractor is urged to timely file prescribed forms. Airspace clearance from FAA must be approved before erection of crane or other hoisting device. The following information is required:

A. Location of equipment.
B. Maximum extendable height.
C. Duration of use.
D. Daily hours of operation.

Top of crane must be marked by a 3- by 3-foot orange-and-white checkered flag and lowered at night and during periods of poor visibility as directed by Airport Operations. Cranes which exceed a height of 149 feet must be approved in writing by the FAA (FAA Form 7460-1). Contractor shall notify Parkhill at least 48 hours before erecting crane.

5-5 Restricted Areas: Construction prohibited in these areas unless authorized by Airport Operations:

A. Within 90 feet of a taxiway or apron taxiway centerline.
B. Within 250 feet parallel to runway centerline. (500 feet during poor visibility as determined by Airport Operations.)
C. Within 1,000 feet of end of the runway.
D. Within certain areas about runway to cause interference with navigational equipment.

5-6 Trenches and Excavations: No trenches or excavations allowed within these areas:

A. Within 250 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-7 Stockpiles of Material: No stockpiled material allowed within these areas:

A. Within 500 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-8 Escorts, Badges, and Permits: When construction activity is performed on/adjacent to AOA and access onto apron required, the following rules will apply unless otherwise authorized by Airport Operations:

A. Escorts: Airport Operations must escort Contractor vehicles and equipment. Contractor must observe all rules and regulations.

EXCEPTION: Vehicles displaying a Permanent AOA Access decal do not require an escort while operating on ramps.

B. AOA Badges: Contractor personnel will display AOA Identification Badge.
C. AOA Access Permit: Contractor vehicles will display AOA Access Permit or Temporary AOA Access Permit.

EXCEPTION: Construction equipment (tractors, dump trucks, cranes, etc.) are not required to display an AOA Access Permit.

5-9 Protection of Airfield Areas: Utilize these procedures to prevent inadvertent entry by aircraft or vehicles into closed sections of taxiways, runways, or aprons. Contractor shall provide all materials and labor to furnish, erect, maintain, and remove these items as subsidiary to other items in Project.

A. When any taxiway or other AOA is closed, area will be protected by cones and flashing lights set up at entrances to closed areas.
B. Appropriate NOTAMs will be issued on closure and associated maintenance or construction activity.
C. Centerline and edge lights will be turned off, removed, obliterated, or disconnected as dictated by circumstances requiring closure.
D. All excavations in existing pavement areas (e.g. mudjacking repairs) must have hole protected by cones and flashing lights, in addition to cones and lights marking closed area.
E. Major excavations (constructing new taxiways, ramps, other construction activity) or major repairs of existing taxiway/runway will be protected by 10-inch-wide by 8-foot-long plastic, FAA-approved barricades (striped orange and white) with at least two red-flashing lights on top of each barricade.
F. In some cases, taxiway centerline striping will be obliterated, and a temporary displaced centerline provided.
G. All airfield activities must be continually coordinated through Airport Operations Supervisor.

SP-6 AFFIDAVIT OF BILLS PAID

Before Owner's final acceptance of this Project, Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in construction of these improvements, are paid in full, including any retainage, and no claims are pending, of which Contractor is notified.

SP-7 CALENDAR DAY

Time for Project completion and liquidated damages shall be in accordance with provisions of General Conditions, Article GC-32 - Time for Completion and Liquidated Damages. A calendar day is every day shown on the calendar.

SP-8 PROTECTION OF PROPERTY

Contractor shall exercise care to prevent damage to all structures, above or below ground, including buildings, fences, pipelines, utilities, roads, etc., publicly, or privately owned, and including Work performed by others. Contractor is responsible for locating all underground facilities damaged by proposed construction.

Contractor shall be responsible for all damage done to either public or private property during construction except as specifically provided otherwise in these Specifications.

Known existing underground utilities and structures are shown on Plans. Locations are believed reasonably accurate but not guaranteed.

Contractor shall take all steps necessary to protect existing facilities during construction to assure continuous operation of lights for runways and taxiways which will be open for night operations.

SP-9 ELECTRIC POWER AND NATURAL GAS

Contractor shall provide electrical, natural gas, and other fuel requirements and pay for electricity, gas, or fuel consumed during Project construction. Contractor shall construct own service lines and such construction shall be in strict accordance with all applicable codes and laws.

SP-10 LINES AND GRADES

Parkhill will provide Contractor with horizontal control points and a benchmark for vertical control. Contractor shall do all construction staking. References to lines and grades as established by Parkhill shall reference these control points.

Parkhill will provide Contractor with all necessary information relating to control points set by Parkhill. Contractor will be responsible for laying out Work. Parkhill will check Contractor's grade control and major layouts at Parkhill's discretion, but this check will not relieve Contractor of responsibility of correctly locating line and grade in accordance with Plans and Specifications.

Parkhill will take all measurements necessary to determine amount of Work performed under various items payment is provided. When necessary, Work will be suspended to permit this Work, but such suspension will be as brief as practicable, and Contractor shall be allowed no extra compensation.

Contractor shall be certain as to accuracy of all measurements before constructing any permanent structure and not take advantage of any errors made in laying out Work. Contractor shall scrupulously preserve such stakes/markings as Parkhill may set for either Parkhill or Contractor guidance. In case of Contractor or employee negligence resulting in destruction of such stakes/markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due Contractor, at Parkhill discretion.

SP-11 WATER FOR CONSTRUCTION

Contractor shall provide for water requirements and pay for all water consumed during Project construction. Contractor shall arrange and pay for connections to existing water mains, fire hydrants, and piping/hauling water to the point where water is required.

SP-12 MATERIAL TESTS

Specifications require various tests on construction materials. In general, Contractor shall bear the cost of all material tests required before approval of material, source, or mix design. City will bear the cost of all passing commercial laboratory tests required for acceptance during construction of improvements and Contractor shall bear the cost of all failing construction tests.

Where only small amounts of material are used or where compliance with Specifications determined by visual inspection, no tests are required. Certificates of compliance required on all materials not tested.

All materials proposed used may be tested any time during preparation and use. If, after trial, sources of supply approved do not furnish a product of uniform quality or product from any source proves unacceptable any time, Contractor shall furnish approved material from another source.

SP-13 BARRICADES, SIGNS, AND HAZARD MARKINGS

Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for protection of Work and the safety of the public for passengers and aircraft. Before closing existing apron, runways, or taxiways, place warning signs for air traffic at such locations, visible day and night. Any movement of Contractor vehicles or equipment on/across aprons or taxiways shall carry FAA standard markings or flags. Movement of other vehicles responsible to Contractor shall be under escort, as specified in Article SP-5-2.

Barricades for runways, taxiways, and aprons closed to traffic shall consist of 10-inch-wide by 8-foot-long plastic, FAA-approved barricades. Each barricade shall have reflective striping and a red flashing light on each end. Barricades shall be spaced with no more than 10-foot clearance between flashing lights attached to successive barricades. Obstructions shall be illuminated at night. Proper illumination of obstructions is critical to safe operation of aircraft on the Airport. All warning lights shall be equipped with photocell controls to automatically turn on lights at night and off at daytime. Contractor shall check lights daily (and each night) to assure batteries/power cells are working. Immediately replace or repair any lights found out-of-order, flashing weakly, or in otherwise less than acceptable operating condition. Parkhill may suspend Work on Project if Contractor's warning lights are not maintained. A $25.00/day charge will be assessed Contractor for each light found inoperative by Owner's personnel or representatives.

SP-14 PREVENTION OF AIR AND WATER POLLUTION

Contractor shall use suitable precaution to minimize air and water pollution during Work progress. Contractor shall meet all EPA requirements concerning air and water pollution. Contractor shall implement a Stormwater Pollution Prevention Plan (SWPPP) as required by Plans and Specifications.

SP-15 PUBLIC CONVENIENCE AND SAFETY

Materials stored on the Airport shall be placed and Work always conducted to cause no greater obstruction to air and ground traffic than Parkhill consider necessary. In protecting operational areas, minimum clearances maintained for runways shall agree with Part 77 of Federal Aviation Regulations. During Project construction, Contractor shall also maintain operational safety on Airport in accordance with the FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports during Construction" and SW5200.5B, "Airport Safety during FAA-funded Airport Construction and FAA Facilities Maintenance." No runway, taxiway, apron, or roadway shall be closed or opened except by express permission from Parkhill and Director of Airports.

Contractor shall be responsible for maintaining pavement free of all rocks, gravel, dirt, and other debris where hauling is permitted on/across any active roadway, apron, runway, taxiway, or areas temporarily closed subject to opening on short notice. Contractor shall immediately remove all rocks, gravel, dirt, or other debris.

SP-16 FINAL CLEANING

As each intermediate phase of Work is completed and before opening any portion of any airfield apron, roadway, runway, or taxiway, Contractor shall be responsible for cleaning construction site and adjacent pavement as specified.

Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from site and deposited on adjacent property will not be considered satisfactorily disposed. Cleanup cost shall be included as a part of cost of various items of Work involved with no direct compensation made for this Work.

SP-17 INSURANCE

Contractor shall not begin Work under this Contract until all insurance is obtained as required in General Conditions of Contract, proof of same is furnished to Owner, and Owner approves. All insurance required for this Project shall name the City of Midland and Parkhill as additional insureds.

Contractor shall obtain and deliver to Owner, an Owner's Protective or Contingent Public Liability Insurance Policy naming the City of Midland and Parkhill as additional insureds and amount of policy shall be as follows:

- $1,000,000 for injuries, including accidental death, to one or more persons and subject to noted limit for each person;
- $1,000,000 total limit for all damages arising out of bodily injuries to or death of two or more persons in any one accident;
- limit not less than $1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident; and
- $2,000,000 total (or aggregate) limit for all damages arising out of injury to or destruction of property during policy period.

Before Work on any Contract or subcontract begins, Contractor(s) and subcontractor(s) shall submit seven certificates to Owner for approval covering each insurance policy carried and offered as evidence of compliance with noted requirements, signed by an authorized representative of insurance company, setting forth:

- name and address of insured;
- location of operations to which insurance applies,

- number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
- policy expiration date and limit(s) of liability thereunder on date borne by such certificate;
- statement insurance of type afforded by policy applies to all operations of whatever character, undertaken by insured during performance of Contract, provided such operations are required in performance of Contract and
- provision the policy may be canceled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, and cancellation of such policy shall be effective, with copy to Owner of letter of intent.

These certificates will become a part of Contract Documents and must be included with Contract Documents before execution by the City of Midland. Coverages specified herein apply to all Contractor operations in connection with this Work, including automobile and other vehicles.

Contractor's insurance shall cover self, all subcontractors, and sub-subcontractors. All other sublevels of Contractors shall provide copies of proof of insurance if not covered by the general Contractor.

Contractor shall provide a Waiver of Subrogation in favor of the City of Midland and Parkhill on Worker's Compensation and Employee Liability Insurance, Contractor's Public Liability and Property Damage Liability Insurance, and Automobile Insurance.

SP-18 REMOVAL AND DISPOSAL OF STRUCTURES, UTILITIES, AND OBSTRUCTIONS

All materials and debris specified to be disposed by Contractor shall become Contractor's property and Contractor shall properly dispose off Airport property.

SP-19 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces shall conform to lines, grades, cross sections, and dimensions. Any deviation from Plans required by exigencies of construction shall be determined and authorized by Parkhill in writing.

SP-20 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All Work rejected or condemned shall be repaired or, if not satisfactorily repaired, removed and replaced at Contractor expense. Contractor shall immediately remove materials not conforming to Specification requirements from site of Work and replaced with satisfactory material at Contractor expense.

Work done beyond that shown on Plans, or as given, except as herein provided, without proper inspection, or any extra or unclassified Work done without written authority and prior agreement in writing as to prices, will be done at Contractor risk and considered unauthorized and, at Parkhill option, may not be measured, paid for, and may be ordered removed and replaced at Contractor expense.

Upon Contractor failure to repair satisfactorily or remove and replace, if so directed, rejected, unauthorized, or condemned Work or materials immediately after receiving formal notice from Parkhill, Owner may recover for such defective Work or materials on Contractor bond, or by action in court having proper jurisdiction over such matters, or may employ labor, equipment, and satisfactorily repair or remove and replace such Work and charge cost of same to Contractor, which will be deducted from any money due.

SP-21 DISPUTED CLAIMS FOR EXTRA WORK

In case Contractor deems extra compensation is due for Work on materials not clearly covered in Contract nor ordered by Parkhill as an extra, Contractor shall notify Parkhill in writing of intention to make a claim for such extra compensation before beginning Work on which claim is based and shall afford Parkhill every facility for keeping actual cost of Work. Contractor's failure to give such notification or afford Parkhill proper facilities for keeping strict account of actual costs, shall constitute a waiver of claim for such extra compensation. Contractor's filing of such notice and keeping of costs by Parkhill shall not in any way be construed to prove claim validity. When Work is completed, Contractor shall, within 10 days, file a claim for extra compensation with Parkhill, who will present it to Owner for consideration.

SP-22 FEDERAL PARTICIPATION

Pursuant to provisions of the Act of Congress known as the Airport Improvement Program of 1982 as amended, the United States Government may pay a portion of improvement cost. This Act of Congress provides construction Work and labor in each state shall be in accordance with laws of that state subject to FAA inspection and approval and in accordance with rules and regulations made pursuant to said Act. Construction Work, therefore, will be subject to such inspection by FAA Administrator or agents as deemed necessary to meet with requirements when Federal funds are used, but such inspection will in no sense make the Federal Government a party to this Contract nor interfere with rights of either party to Contract.

SP-23 INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER, PARKHILL, AND ALL OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY FEES, BROUGHT FOR/ON ACCOUNT OF ANY INJURIES/DAMAGES RECEIVED/SUSTAINED BY ANY PERSON(S)/PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONTRACTOR, AGENTS, EMPLOYEES, OR ANY SUBCONTRACTOR, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR IS REQUIRED TO PAY ANY JUDGMENT WITH COSTS OBTAINED AGAINST OWNER, PARKHILL, OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER AND ALL OWNER'S OFFICERS, AGENTS, AND EMPLOYEES AND PARKHILL AND OFFICERS, AGENTS, AND EMPLOYEES OF PARKHILL FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY FEES, BROUGHT FOR/ON ACCOUNT OF ANY INJURIES/DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON(S)/PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF OWNER, OWNER'S OFFICERS, AGENTS, AND EMPLOYEES, OR ON ACCOUNT OF ANY NEGLIGENT ACT OF PARKHILL, OR OFFICERS, AGENTS, AND EMPLOYEES OF PARKHILL WHETHER SUCH NEGLIGENT ACTS WERE SOLE PROXIMATE CAUSE OF INJURY/DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CONTRACTOR OR CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS NEGLIGENCE, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF/IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR IS REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE

OBTAINED AGAINST OWNER OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

CONTRACTOR AGREES TO INDEMNIFY AND SAVE OWNER AND PARKHILL HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN FURTHERING PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE ALL OBLIGATIONS OF NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED, OR WAIVED.

CONTRACTOR HEREBY WAIVES ALL RIGHTS TO ANY ATTORNEY FEES AWARDED AS RESULT OF ANY ACTION BROUGHT UNDER THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT RELATING TO THIS CONTRACT.

SP-24 CONTRACTOR RESPONSIBILITY FOR WORK

Until acceptance by Parkhill of any part or all construction, as provided for in these Specifications, it shall be under charge and care of Contractor who shall take every necessary precaution against injury or damage to any part of Work by action of elements or from any other cause whatsoever, whether arising from execution/non-execution of Work. Contractor shall rebuild, repair, restore, and make good, at own expense, all injuries or damage to any portion of Work occasioned by any noted cause before completion and acceptance.

SP-25 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

Making Final Payment by Owner to Contractor shall not relieve Contractor of responsibility for faulty materials or workmanship. Contractor shall promptly replace any such defects discovered within one year from date of written acceptance of Work.

Performance Bond shall remain in effect until one year after date of written acceptance of Work to insure compliance by Contractor with requirements of this Article.

SP-26 TEXAS STATE SALES TAX

Work under this Contract is for an entity which qualifies for exemption pursuant to provisions of Article 151.309 of the Texas Tax Code.

Contractor performing this Contract may purchase, rent, or lease all materials, supplies, and equipment incorporated into Project by issuing an exemption certificate to supplier in lieu of tax, said exemption certificate complying with State Comptroller rulings. However, equipment and parts for equipment purchased used on Project but not incorporated into Project do not qualify for said tax exemption.

Contractor shall issue a resale certificate in lieu of paying such sales tax for all materials incorporated into Project. Further, Contractor shall separate charges for materials incorporated into Project from charges for labor. Any such exemption certificate issued by Contractor in lieu of tax shall be subject to provisions of State Comptroller rulings.

SP-27 SEPARATE CONTRACTS

Owner reserves the right to let other contracts about/near Project. Contractor shall afford other contractors a reasonable opportunity for introduction and storage of materials, execution of Work, and coordinate Work with theirs. Contractor coordination with other contractors shall require Parkhill approval. See Article SP-3 for additional requirements concerning separate Contracts.

SP-28 TRENCH SAFETY

Contractor shall strictly comply with all requirements of Occupational Safety and Health Administration (OSHA) Manual, Chapter XVII, Subpart P - Excavation, Trenching and Shoring, for all trenching and excavation operations.

If depths of trenches are encountered over 5 feet, Contractor shall cut trench walls to angle of repose of soils encountered or submit alternate shoring details to Parkhill for approval.

SP-29 LOAD RESTRICTIONS

Contractor shall comply with all legal load restrictions in hauling materials on public roads beyond limits of Work. A special permit will not relieve Contractor of liability for damage which may result from moving material or equipment.

Equipment operations of such weight or so loaded to cause damage to structures or any other type of construction will not be permitted. Hauling materials over base course is not permitted. Hauling materials over base or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before curing period expiration. Contractor shall be responsible for all damage done by hauling equipment and shall correct such damage at own expense.

SP-30 NOTICE TO PROCEED

Notice to proceed shall state the date on which it is expected Contractor will begin construction and from which date Contract time will be charged. Contractor shall begin Work to be performed under Contract within 10 days of date set by Parkhill in written Notice to Proceed, but in any event, Contractor shall notify Parkhill at least 24 hours in advance of time actual construction operations will begin.

SP-31 PAYMENT FOR MATERIALS ON HAND

Partial payments may be made to extent of delivered cost of materials to incorporate in Work, if such materials meet requirements of Contract, Plans, and Specifications and are delivered to acceptable sites on Airport property or other sites in the vicinity acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in next partial payment after these conditions are met:

A. Material is stored/stockpiled in a manner acceptable to Parkhill at/on an approved site.
B. Contractor furnished Parkhill with acceptable evidence of quantity and quality of such stored/stockpiled materials.
C. Contractor furnished Parkhill with satisfactory evidence material and transportation costs have been paid. Contractor is to provide copies of invoices paid (listing the cost of each item) for materials on hand requested on partial payment request.
D. Contractor furnished Owner legal title (free of liens/encumbrances of any kind) to material so stored/stockpiled.
E. Contractor furnished Owner evidence material stored/stockpiled is insured against loss by damage to or disappearance of such materials any time before use in Work.

Transfer of title and Owner's payment for such stored/stockpiled materials shall in no way relieve Contractor of responsibility for furnishing and placing such materials in accordance with requirements of Contract, Plans, and Specifications.

In no case will amount of partial payments for materials on hand exceed Contract price for such materials or Contract price for Contract item in which material is intended for use.

No partial payment made for stored/stockpiled living or perishable plant materials.

Contractor bears all costs associated with partial payment of stored/stockpiled materials in accordance with provisions of this subsection. See also SP-52 "Partial Payments" and GC-46 "Partial Payments."

SP-32 WEIGHING AND MEASURING EQUIPMENT

Except as modified herein, all scales and scale installations shall meet requirements of the National Institute of Standards and Technology Handbooks 44 and 112 (published by U.S. Department of Commerce and available from Superintendent of Documents, U.S. Government Printing Office, Washington, D.D. 20402-9325), except required accuracy shall be 0.4 percent of load weighed or one graduation on the scale dial. Contractor shall provide personnel, facilities, and equipment for checking scales to Parkhill satisfaction.

Check all scales before beginning operations, after each move, at times when, in Parkhill opinion, there is a question as to accuracy/adequacy, and at least once each six months. Contractor shall furnish a report of calibration from a scale mechanic licensed by the Texas Department of Agriculture using certified weights and approved by Parkhill, certifying scales meet requirements of this item. Plant operations shall cease during checking operation. When inaccuracy/inadequacy is discovered, do not resume scale use until corrective measures are complete and/or scales calibrated. When equipment is adjusted, modify to bring performance errors as close as practicable to zero value.

SP-33 PROGRESS SCHEDULE

Within 15 working days after award of Contract (or at Preconstruction Meeting), Contractor shall submit a Project progress schedule. Progress schedule shall be prepared in a form suitable to Parkhill and show proposed starting and completion dates for each phase of construction as well as each item of Work within each phase. Progress schedule shall include a "Percent Complete Curve" with monthly amount, cumulative amount, and cumulative percent. Progress schedule, if suitable and indicates certain Project completion within the specified time, will be approved in writing by Parkhill. Revisions/changes in approved progress schedule may only be made with Parkhill approval.

SP-34 AVERAGE CLIMATIC RANGE

Time allowed for completion of entire Project shall include number of calendar days for anticipated delays due to normal weather conditions. No time extension for delays due to weather allowed until and unless such delays exceed claims for extension of time because of abnormal inclement weather. Such extension of time shall be granted only because such abnormal inclement weather prevented execution of major items of Work on normal working days. Weather conditions on a particular day may affect Work on days following the normal weather day. This subsequent delay shall not be considered abnormal and no extension of time will be considered.

The following weather table reflects meteorological data from Midland-Odessa area and will be used to determine Contract time extensions due to abnormally inclement weather. For purposes of this Contract, "abnormally inclement weather" is interpreted as number of days more than normal number of days on which rainfall exceeds 0.01 inch, or snow/ice pellets exceed 1.0 inch. Extensions of time to complete Work will be based on calendar days and granted by monthly account. No "rain days" unused for previous months may be carried over or accountable for future periods of time.

WEATHER TABLE		
MONTH	**MEAN NO. OF RAIN DAYS[1]**	**MEAN NO. OF SNOW/ICE PELLETS DAYS[2]**
January	3	0
February	3	0
March	4	0
April	3	0
May	5	0
June	5	0
July	4	0
August	5	0
September	7	0
October	3	0
November	3	0
December	3	0
TOTAL	**48**	**0**

[1] Mean number of days' rainfall, 0.01 inch or more.
[2] Mean number of days' 1.0 inch or more.
[*] Less than 0.5 inch.

Table based on information reported from MAF, Midland, Texas.
Latitude 31 degrees, 56 minutes N Longitude, 102 degrees 12 minutes W, elevation (ground) 2,862 feet.
Means are based on records covering 10 years from 2012-2021.

SP-35 SUBSTANTIALLY COMPLETE

In various specifications "Substantially Complete" is used. Definition shall be:

> "Substantially complete shall occur at time Work to be completed is complete as specified and Owner accepts/occupies facility/improvement. All equipment shall have been completely installed, tested, ready for Owner acceptance and use, and accepted by Owner before Work is defined as substantially complete."

SP-36 SUBMITTALS

Transmit each submittal with Contractor-standard transmittal letter including Contractor name, address, and phone number. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate. Apply Contractor stamp, signed/initialed certifying review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, are in accordance with requirements of Work and Contract Documents. Schedule submittals to expedite Project and deliver to Parkhill via the Procore website (except for product samples mailed to Parkhill's physical address). Coordinate submission of related items. Identify variations from Contract Documents and product/system limitations detrimental to successful performance of completed Work. Parkhill Project Coordinator (PC) shall distribute reviewed submittals to concerned

parties via the Procore website instructing parties to promptly report any inability to comply with provisions. Process/format as follows:

- Digitally upload all submittals using PDF file extension. Each submittal shall be a single PDF file including transmittal letter. Multiple files for the same submittal will not be accepted.
- Submittals in any other format, including ZIP files, will be rejected.
- Hard copies will not be accepted.
- To ensure each page is legible, PDF pages of Drawings shall be same size/scale as a hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
- Upload submittals to the Parkhill Procore website.

Submittal procedures described herein apply to Construction Progress Schedule, Products List, Shop Drawings, Product Data, Samples (actual samples to submit, not digital files), Design Data, Test Reports, Certificates, Manufacturer Instructions and Field Reports, and other types of submittals submitted to Parkhill. Submittals shall include but not necessarily limited to:

- Preliminary CPM Contractor's construction schedule.
- Detailed lighting plan for night Work (if applicable).
- Contractor's list of emergency names and phone number.
- Video and/or written report of existing facilities conditions documenting inspection results performed before start of Work.
- List of subcontractors and material suppliers with experience statement.
- Certified payroll reports and statement of compliance from Contractor and all subcontractors (submitted directly to Airport Accountant).
- Disadvantaged Business Enterprise (DBE) utilization reports (submitted with monthly pay applications).
- Three-week lookahead Project schedule (at weekly construction meetings).
- Contractor Quality Control Plan (submitted by preconstruction meeting).
- Other submittals noted in Appendix C of Construction Management Plan (CMP).
- Contractor affidavit regarding settlement of claims (closeout request).
- Original affidavit acknowledging all subcontractors, material suppliers, payrolls, bill for materials and equipment, and other indebtedness connected with Contract have been paid or otherwise satisfied (closeout request).
- Original with notary signature, full and final release, and waiver on liens from Contractor, each subcontractor, and material suppler that documents that are been paid in full (closeout request).
- Warranty (due at Final Completion).
- Maintenance and operating instructions of new equipment.

SP-37 GEOTECHNICAL INFORMATION

A geotechnical report for this Project is available in Appendix A but is included for information only and is not intended to represent conditions in all Project areas.

SP-38 SOVEREIGN IMMUNITY

By executing this Contract, Owner is not waiving its right to sovereign immunity. Owner is retaining immunity from suit. Owner is not granting consent to be sued by legislative resolution or action.

<u>THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.</u>

SP-39 GOVERNING LAW AND VENUE

This Contract shall be governed by laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits, or other action arising from or connected in any way to this Contract or performance of this Contract shall be in Midland County, Texas. Obligations and undertakings of each party to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced, and construed under the law of the State of Texas. Laws of the State of Texas shall govern, construe, and enforce all rights and duties of parties, including but not limited to tort claims and all Contractual claims or disputes, arising from or relating in any way that would direct application of laws of another jurisdiction.

SP-40 THIRD-PARTY BENEFICIARY

This Contract does not create a third-party beneficiary nor is there a third-party beneficiary to this Contract. No person/entity not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

SP-41 RELEASES

NOTWITHSTANDING ANY OTHER PROVISIONS, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES, AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS, AND PARKHILL, AND ITS EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS/MIGHT HAVE INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR OWNER NEGLIGENCE.

SP-42 INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all Work and services described herein as an independent Contractor and not as an officer, agent, servant, or employee of Owner; that Contractor shall have exclusive control of and exclusive right to control details of services and work performed hereunder, and all persons performing the same; and shall be solely responsible for acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between owner and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any work and services described hereunder by Contractor shall be considered an officer, agent, servant, or employee of Owner. Further, it is specifically understood and agreed that nothing in this contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all rights, obligations, and liabilities applicable to it as such independent contractor. Owner does not have the power to direct the order Work is done. Owner shall not have the right to control means, methods, or details of Contractor's work. Contractor shall assume exclusive responsibility for Work. Contractor is entirely free to do Work in its own way.

SP-43 NOTICE OF ALLEGED BREACH, STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Contractor or legal representative shall give City Manager, or other reasonable official of Owner, notice in writing (consisting of one original and seven copies of notice attached to Contract) of such damages, duly verified, within 150 days after same has been sustained. Discovery rule does not apply to giving this notice. Notice shall include when, where, and how damages occurred, apparent extent thereof, amount of damages sustained, amount for which Contractor will settle, physical and mailing addresses of Contractor at time and date claim was presented as well as physical and mailing addresses of Contractor for six months immediately preceding occurrence of such damages, and names and addresses of witnesses upon whom Contractor relies on to establish claim. Failure to notify City Manager within time and manner provided herein shall exonerate, excuse, and except Owner from any liability whatsoever. Owner is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. Owner reserves the right to request reasonable, additional information regarding claim. Said additional information shall be supplied within 30 days after receipt of notice.

Statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding another provision, Contractor failure to comply with requirements herein shall perpetually bar Contractor's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Owner has actual/constructive notice/knowledge of said claim or alleged damages. Contractor agrees requirements of this entire Contract are reasonable.

SP-44 ASSIGNMENT

Contractor shall not directly/indirectly assign all/any part of this Contract or any interest, right, or privilege herein, without prior written consent of Owner. Owner has the sole discretion on whether to grant consent to an assignment.

SP-45 WAIVER OF ATTORNEY FEES

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT OR CONSTRUCTION, INTERPRETATION, OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION/PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF CONTRACT INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, CONTRACTOR AGREES TO ABANDON, WAIVE, AND RELINQUISH ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES AN UNDERSTANDING OF ALL TERMS AND CONDITIONS OF CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED/INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO EXECUTION.

SP-46 PROMPT PAY ACT

Owner and Contractor agree Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

SP-47 PAYMENT

After Contractor completes all Work including all Change Orders altering original Scope, amount of said Contract are completed, and Owner inspected and approved that Work is completed and in compliance with Contract and all subsequent Change Orders, Owner may thereafter issue payment to Contractor in amount of Contract and all Change Orders. Owner shall be the final judge of when Contractor completes Work. Owner, at sole discretion, shall determine if Work under Contract and under any Change Orders was done to Owner requirements. Owner may make periodic payments to Contractor; however, such periodic payments may only be made pursuant to this Article and only after all Work and Change Orders are completed by Contractor and approved by Owner.

SP-48 PROJECT CLOSEOUT

Approval of Final Payment to Contractor is contingent upon completion and submittal of items listed below. Final Payment not approved until Parkhill approves Contractor's final submittal. Contractor shall:

- provide two copies of all manufacturer warranties specified for materials, equipment, and installations.
- provide weekly payroll records (not previously received) from General Contractor and all subcontractors.
- complete final cleanup. Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within limits indicated and leave site neat and presentable. Material cleared from site and deposited on adjacent property will not be considered as having been disposed satisfactorily unless Contractor obtained written permission of such property owner.
- complete all punch list items identified during Final Inspection.
- provide complete release of all claims for labor and material arising out of Contract.
- provide a certified statement signed by subcontractors indicating actual amounts paid to Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with Project.
- return copies of sales tax completion forms when applicable per state requirements.
- provide manufacturer certifications for all items incorporated in Work.
- make all required Record, As-Built, or As-Constructed Drawings available.
- deliver Project Operation and Maintenance (O&M) Manual(s).
- provide Security for Construction Warranty.
- submit equipment commissioning documentation, if required.

SP-49 DISCLOSURE OF INTERESTED PARTIES

Successful proposer will be required to complete Texas Ethics Commission Form 1295-Certificate of Interested Parties and submit completed form with executed Contracts for Project. Complete Form 1295 online at the Texas Ethics website: https://www.ethics.state.tx.us/filinginfo/1295/

Parkhill will email links to Contractor with an explanation once Contract is awarded. Contractor is responsible for completing form, printing, and submitting along with all other required Contract Documents.

SP-50 PARKHILL/RPR AUTHORITY AND DUTY

Parkhill nor RPR shall supervise, direct, or have control over Contractor's Work nor have any responsibility for construction means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with Work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents.

Parkhill nor RPR shall be responsible for any acts/omissions of Contractor, subcontractor, entity performing any portions of Work, or agents or employees of any of them. Parkhill nor RPR guarantee Contractor performance nor are responsible for Contractor's failure to perform Work in accordance with Contract Documents or any applicable laws, codes, rules, or regulations.

SP-51 ANTI-BOYCOTT STATUTES

To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Contractor hereby verifies:

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

SP-52 PARTIAL PAYMENTS

Partial Payments will be made to Contractor at least once each month as Work progresses. Said payments will be based upon estimates, prepared by Contractor for Architect/Engineer review, of the value of Work performed and materials complete and in place, in accordance with Contract, Plans, and Specifications. Such partial payments may also include delivered actual cost of those materials stockpiled and stored in accordance with Construction Contract requirements. No partial payment will be made when amount due to Contractor since last estimate is less than $500.

1) From the total amount determined payable on a partial payment, Owner shall deduct and retain 5 percent of such total amount to protect Owner interests. Unless Owner instructs otherwise, amount Owner retains will be in effect until final payment is made except:
    a. Contractor may request release of retainage on work partially accepted by Owner in accordance with Construction Contract requirements. Contractor must provide a certified invoice to Owner to support retainage value held by

Owner for partially accepted Work.

2) Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor received partial payment. Contractor must provide Owner evidence of prompt and full retainage payment held by prime Contractor to subcontractor within 30 days after subcontractor work is satisfactorily completed. Subcontractor work is satisfactorily completed when all tasks called for in subcontract are accomplished and documented as Owner requires. When Owner incrementally accepts a portion of a prime contract, subcontractor work covered by that acceptance is deemed satisfactorily completed.
3) When at least 95 percent of Work is completed to Owner satisfaction, Contractor shall, at Owner discretion and with consent of surety, prepare estimates of both contract value and cost of remaining work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of work remaining to be done. Remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in proposal or covered by approved change orders or supplemental agreements, except when Architect/Engineer determines such excess quantities are to be part of the final quantity for item of work in question.

No partial payment shall bind Owner to acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at time of final payment in accordance with Construction Contract requirements.

Contractor shall deliver Owner a complete release of all claims for labor and material arising out of this contract before final payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. Bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

END OF DOCUMENT

GENERAL CONDITIONS OF CONTRACT

GC-01. OWNER

When "Owner," "Party of the First Part," or "First Party" are used in Contract Documents, it shall refer to Owner as described in Contract.

GC-02. CONTRACTOR

When "Contractor," "Party of the Second Part," or "Second Party," are used, it shall mean person(s), co-partnership, or corporation so defined in Contract who agreed to perform Work embraced in this Contract, or to legal representatives.

GC-03. ARCHITECT/ENGINEER

When "Architect/Engineer" is used in this Contract, it shall refer to Parkhill, Architect/Engineer of Owner, or such other Architect/Engineer, supervisor, or inspector, as authorized by said Owner, to act as Owner's representative with respect to services performed or furnished by Architect/Engineer.

GC-04. CONTRACT DOCUMENTS

Contract Documents shall consist of Notice to Bidders (Advertisement), Instructions to Bidders, Proposal, signed Contract, Performance Bond, Payment Bond, General Conditions of the Contract, Special Provisions, Technical Specifications, Plans, and all modifications thereof incorporated in any documents before execution of Contract.

Contract Documents are complementary and called for by any one person/entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

1. Signed Contract,
2. Performance Bond,
3. Special Bonds (if any),
4. Proposal,
5. Special Provisions,
6. Notice to Bidders,
7. Instructions to Bidders,
8. Technical Specifications,
9. Plans,
10. General Conditions of the Contract, and
11. General Contract Provisions.

GC-05. SUBCONTRACTOR

"Subcontractor," as employed herein, includes only those with a direct contract with Contractor and includes one who furnished material worked to a special design according to plans or Specifications of this Work but does not include one who merely furnished material not so worked.

GC-06. WRITTEN NOTICE

Written notice shall be deemed to be duly served if delivered in person to individual, member of firm, or officer of corporation intended, or if delivered/sent by registered mail to last business address known.

GC-07. WORK

Unless otherwise stipulated, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, water, light, power, fuel, transportation, and other facilities necessary for execution and completion of Work covered by Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials of good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of materials. Materials or Work described in words shall have a well-known technical or trade meaning and held to refer to such recognized standards.

GC-08. DELETED

GC-09. DELETED

GC-10. LAYOUT OF WORK

Except as specifically provided herein, Contractor shall be responsible for laying out all Work and accomplish Work as acceptable to Architect/Engineer. Architect/Engineer will check Contractor's layout of all major structures and other layout work done by Contractor at Contractor request, but this check does not relieve Contractor of responsibility of correctly locating all Work in accordance with Plans and Specifications.

GC-11. ARCHITECT/ENGINEER AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between parties to this Contract that Architect/Engineer will observe quality and progress of Work at various times. To prevent delays, disputes, and discourage litigation, it is further agreed Architect/Engineer shall, in all cases, determine amounts and quantities of several kinds of Work paid under this Contract. He shall determine all questions in relation to said Work and construction thereof, and in all cases, decide every question which may arise relative to execution of this Contract on part of said Contractor. Architect/Engineer estimates and findings shall be conditions precedent to right of parties hereto to any action of Contract, and any rights of Contractor to receive any money under this Contract; provided, however, should Architect/Engineer render any decision or give any direction, which in the opinion of either party hereto, is not in accordance with meaning and intent of this Contract, either party may file with said Architect/Engineer within 30 days, written objection to decision/direction so rendered. Contract intent is for there to be no delay in execution of Work; therefore, written decisions/directions of Architect/Engineer as rendered shall be promptly carried out and any claim arising therefrom shall be thereafter adjusted as hereinafter provided.

Architect/Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor, a written decision on all claims of parties hereto and all questions which may arise relative to execution of Work or interpretation of Contract, Specifications, and Plans. Should Architect/Engineer fail to make such decision within a reasonable time, an appeal may be taken as if decision was rendered against party appealing.

When "directed," "required," "permitted," "designated," "considered necessary," "prescribed," "approval," "acceptable," "satisfactory," or words of like import are used, it is understood direction, requirement, permission, order, designation, prescription, approved by, acceptable, or satisfactory of Architect/Engineer is intended.

In Specifications or Drawings accompanying this Contract, terms of description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but necessarily described in general terms, fulfillment of which must depend on individual judgment, in all such cases, any question of fulfillment of said Specifications shall be decided by Architect/Engineer, and said work done in accordance with interpretations of meaning of words, terms, or clauses defining character of Work.

GC-12. SUPERINTENDENCE AND PROJECT REPRESENTATION

It is agreed by Contractor that Architect/Engineer may appoint such subordinate engineers, supervisors, or Project representatives as Architect/Engineer may deem proper to inspect material furnished and Work done under this Contract, see said material is furnished and done in accordance with Specifications therefor. Contractor shall furnish all reasonable aid and assistance required by subordinate engineers, supervisors, or Project representatives for proper inspection and examination of Work. Contractor shall regard and obey directions and instructions of any subordinate engineers, supervisors, or Project representatives so appointed when such directions and instructions are consistent with obligations of this Contract and accompanying Plans and Specifications, provided; however, should Contractor object to any orders by any subordinate engineer, supervisor, or Project representative, Contractor may, within six days, make written appeal to Architect/Engineer for his decision.

GC-13. CONTRACTOR DUTY AND SUPERINTENDENCE

Contractor shall give personal attention to faithful prosecution and completion of this Contract and keep on Work, during progress, competent superintendent, and any necessary assistants all satisfactory to Architect/Engineer. Superintendent shall represent Contractor when absent and all directions given shall be as binding as if given to Contractor. Adequate supervision by competent and responsible Contractor representatives is essential to proper performance of Work and lack of such supervision shall be grounds for suspending Contractor operations. Confirm important directions in writing to Contractor. Confirm other directions on written request in each case.

GC-14. CONTRACTOR UNDERSTANDING

It is understood and agreed that Contractor is, by careful examination, satisfied as to nature and location of Work, confirmation of ground, character, quality, and quantity of materials to be encountered, character of equipment and facilities needed preliminary to and during prosecution of Work, general and local conditions, and all other matters which can in any way affect Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of Owner, either before or after execution of this Contract, shall affect or modify any terms or obligations herein contained.

GC-15. CHARACTER OF WORKERS

Contractor agrees to employ orderly and competent employees, skillful in performance of work required under this Contract, to do Work; and agrees whenever informed by Architect/Engineer in writing, any employee(s) on Work are, in Architect/Engineer opinion, incompetent, unfaithful, or disorderly, such employee(s) shall be discharged from Work and not again employed on Work without Architect/Engineer's written consent.

GC-16. CONTRACTOR BUILDINGS

Building structures for housing employees, erecting tents, or other forms of protection will be permitted only at such places as Architect/Engineer shall direct, and sanitary conditions of grounds in or about such structures shall always be maintained as satisfactory to Architect/Engineer.

GC-17. SANITATION

Contractor shall construct and maintain necessary sanitary conveniences for use of laborers on work, properly secluded from public observation, approved by Architect/Engineer, and use strictly enforced.

GC-18. SHOP DRAWINGS

Contractor shall submit to Architect/Engineer with such promptness as to cause no delay in Work of any Contractor, Shop/Setting Drawings and schedules required for Work of various trades, and Architect/Engineer shall pass upon them with reasonable promptness, making required corrections. Architect/Engineer approval of such Drawings or schedules, shall not relieve Contractor from responsibility for deviations from Drawings or Specifications, unless Architect/Engineer called attention to, in writing, such deviations at time of submission nor relieve Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

GC-19. PRELIMINARY APPROVAL

Architect/Engineer shall not have power to waive obligations of this Contract for furnishing by Contractor of good material, and performing good work as herein described, and full accordance with Plans and Specifications. No failure or omission of Architect/Engineer to condemn any defective work or material shall relieve Contractor from obligations to tear out, remove, and properly replace same at any time prior to final acceptance upon discovery of said defective Work or material, provided; however, Architect/Engineer shall, upon request of Contractor, inspect, accept, and/or reject any material furnished, and in event material was once accepted by Architect/Engineer, such acceptance shall be binding on Owner, unless clearly shown such material furnished does not meet specifications for this work. Any questioned work may be ordered taken up or removed for Architect/Engineer to re-examine, prior to final acceptance, and, if found not in accordance with Specifications for said Work, all expense of removing, re-examination, and replacement shall be borne by Contractor, otherwise expense thus incurred shall be allowed as "Extra Work" and paid for by Owner, provided, where inspection or approval is specifically required by Specifications prior to performance of certain Work, should Contractor proceed with such Work without requesting prior inspection or approval, Contractor shall bear all expense of taking up, removing, and replacing Work if so directed by Architect/Engineer.

GC-20. DEFECTS AND REMEDIES

It is further agreed if Work or any part thereof, or any material brought on site of Work for use in Work or selected for same, shall be deemed by Architect/Engineer as unsuitable or not in conformity with Specifications, Contractor shall, after receipt of written notice thereof from Architect/Engineer, forthwith remove such material and rebuild or otherwise remedy such work for full accordance with this Contract.

GC-21. CHANGES AND ALTERATIONS

Contractor further agrees Owner may make such changes and alterations as Owner sees fit, in line, grade, form, dimensions, plans, or materials for Work herein contemplated, or any part thereof, before or after beginning construction without affecting validity of this Contract and accompanying performance bond.

If such changes or alterations diminish quantity of Work to do, they shall not constitute basis for a claim for damages, or anticipated profits on Work that may be dispensed with, except as provided for unit price items under "Estimated Quantities." If amount of Work is increased or decreased, and Work can fairly be classified under Specifications, price adjustment for such increase or decrease shall be made according to quantity actually done and at unit price, if any, established for such work under this Contract, except as provided for unit price items under "Estimated Quantities;" otherwise, price adjustment for such changed work shall be made as provided under "Extra Work." In case Owner shall make such changes or alterations as useless any material already done or material already furnished or used, Owner shall recompense Contractor for any material or labor so used, and any actual loss occasioned by such change, due to actual expense incurred in preparation as originally planned.

GC-22. RIGHT OF ARCHITECT/ENGINEER TO MODIFY METHODS AND EQUIPMENT

If at any time, methods or equipment used by Contractor are found inadequate to secure quality of Work or rate of progress required under this Contract, Architect/Engineer may order Contractor, in writing, to increase safety or improve character and efficiency, and Contractor shall comply with such order.

If at any time, working force of Contractor is inadequate for securing progress herein specified, Contractor shall, if so ordered in writing, increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with schedule of progress.

GC-23. KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE

Architect/Engineer shall furnish Contractor with an adequate and reasonable number of copies of all Specifications without additional expense, and Contractor shall keep one copy of same constantly accessible on Work, with latest revisions noted thereon.

GC-24. OWNERSHIP OF DRAWINGS

All Drawings, Specifications, and copies thereof furnished by Architect/Engineer shall not be reused on other work, and with exception of signed contract sets, are returned to him on request, at completion of Work. All models are property of Owner.

GC-25. ADEQUACY OF DESIGN

It is understood Owner employed competent Engineers and Designers. It is, therefore, agreed Owner shall be responsible for adequacy of design, sufficiency of Contract Documents, safety of structure, and practicability of operations of completed Project, provided Contractor complied with requirements of said Contract Documents, all approved modifications thereof, additions, and alterations thereto approved in writing by Owner. Burden of proof of such compliance shall be upon Contractor to show compliance with said requirements of Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

GC-26. RIGHT OF ENTRY

Owner reserves the right to enter property or location on which Work herein contracted for are to be constructed or installed, by such agent(s) as elected, to supervise and inspect Work, or construct or install such collateral work as said Owner may desire.

GC-27. COLLATERAL CONTRACTS

Owner agrees to provide by separate contract or otherwise, all labor and material essential to completion of Work specifically excluded from this Contract, not delaying progress of Work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in Contract Documents.

GC-28. DISCREPANCIES AND OMISSIONS

It is further agreed the intent of this Contract is all Work must be done and material furnished in accordance with generally accepted practice, and in the event of any discrepancies between separate Contract Documents, priority of interpretation defined under “Contract Documents” shall govern. In the event of a remaining doubt as to meaning and intent of any portion of Contract, Specifications, or Drawings, Architect/Engineer shall define which is intended to apply to Work.

GC-29. DELETED

GC-30. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall take out and procure a policy of worker compensation with an insurance company licensed to transact business in the State of Texas, which policy shall comply with Workman's Compensation Law of the State of Texas. Contractor shall always exercise reasonable precautions for the safety of employees and others on/near Work and comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery, equipment, and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. Contractor, sureties, and insurance carriers shall defend, indemnify, and save harmless Owner and all officers, agents, employees, Architect/Engineer, agents, and employees from all suits, actions, or claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any persons/property, on account of any negligent act or fault of Contractor or any subcontractor, agents, or employees, in execution and supervision of said Contract and Project of this Contract or on account of Contractor or any subcontractor failure to provide necessary barricades, warning lights, or signs, and will be required to pay any judgment with costs obtained against Owner or any officers, agents, or employees, and/or Architect/Engineer, agents, and/or employees.

Safety precautions taken shall be sole responsibility and discretion of Contractor, as an independent contractor; inclusion of this paragraph in Contract, as well as any notice given by Owner, Architect/Engineer, or representatives concerning omissions under this article as Work progresses, are intended only as reminders to Contractor of duty and not construed as any assumption of duty to supervise safety precautions by Owner or Architect/Engineer.

GC-31. CONTRACTOR INSURANCE

Contractor shall procure and carry, at sole cost and expense, throughout life of Contract, insurance protection as hereinafter specified. All Insurance shall name Owner and Architect/Engineer as additional insureds except Worker's Compensation and Employer Liability Insurance. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and cover all operations in connection with this Contract. Contractor insurance shall cover self and, at minimum, all subcontractors, and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by General Contractor.

Contractor shall provide a Waiver of Subrogation in favor of City of Midland and Parkhill on Worker's Compensation, Employer Liability Insurance, Contractor's Public Liability, Property Damage Liability Insurance, and Automobile Insurance.

a. Worker's Compensation and Employer Liability Insurance: As required by statute, covering all employees employed on Work whether employed by Contractor or subcontractor.
b. Contractor's Public Liability and Property Damage Liability Insurance: Providing for a limit not less than $1,000,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of $1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $1,000,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $2,000,000.00 for all damages arising out of injury to or destruction of property during policy period.
c. Automobile Insurance: Providing a limit not less than $1,000,000.00 for injuries, including accidental death, to any one person and, subject to same limit for each person a total limit of $2,000,000.00 on account of one accident, and automobile property damage insurance in an amount not less than $500,000.00.

d. Proof of Insurance Carriage: Before Work on any Contract or subcontract, each Contractor and subcontractor shall submit to Owner for approval, six certificates covering each insurance policy carried and offered as evidence of compliance with requirements, signed by an authorized representative of the insurance company, setting forth:

1. Name and address of insured;
2. Location of operations to which insurance applies;
3. Number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
4. Expiration date of policy and limit(s) of liability thereunder on date borne by such certificate;
5. Statement that insurance of type afforded by policy, applied to all operations of whatever character, undertaken by insured during performance of this Contract, provided such operations are required in performance of Contract; and
6. Provision that policy may be cancelled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, cancellation of such policy shall be effective, with copy to Owner of letter of intent.

GC-32. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between Contractor and Owner, date of beginning and time for completion as specified in Contract of Work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract; and further mutually understood and agreed Work embraced in this Contract shall be commenced on a date to be specified in "Notice to Proceed."

Contractor agrees said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within time specified. It is expressly understood and agreed, by and between Contractor and Owner, time for completion of Work described herein is a reasonable time for completion of same, taking into consideration average climatic range and usual industrial conditions prevailing in this locality.

If said Contractor shall neglect, fail, or refuse to complete Work within time herein specified, or any proper extension thereof granted by Owner, Contractor does hereby agree, as a part consideration for awarding this Contract, to pay to Owner amount specified in Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each calendar day Contractor shall be in default after time stipulated in Contract for completing Work.

Said amount is fixed and agreed upon by and between Contractor and Owner because of impracticability and extreme difficulty of fixing and ascertaining actual damages Owner would in such event sustain, and said amount is agreed to be amount of damages Owner would sustain and said amount retained as necessary by Owner from current periodical estimates.

It is further agreed time is of the essence of every portion of this Contract and Specifications wherein a definite and certain length of time is fixed for performance of any act whatsoever; and where under Contract an additional time is allowed for completion of any work, new time limit fixed by such extension shall be of the essence of this Contract. Provided, Contractor shall not be charged with liquidated damages or any excess cost when Owner determines Contractor is without fault and Contractor's reasons for time extension are acceptable to Owner; Provided, further, Contractor shall not be charged with liquidated damages of any excess cost when delay in completion of Work is due:

a. To any preference, priority, or allocation order duly issued by the Government;
b. To unforeseeable cause beyond Contractor control and without fault or negligence including but not restricted to acts of God or public enemy, acts of Owner, acts of another Contractor in performance of contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
c. To any delays of subcontractors/suppliers occasioned by any cause specified in (a) and (b) of this article:

Provided further, Contractor shall, within 10 days from beginning of such delay, unless Owner shall grant a further time prior to date of final settlement of Contract, notify Owner in writing of causes of delay, who shall ascertain facts and extent of delay and notify Contractor within a reasonable time of decision in the matter.

GC-33. PRICE FOR WORK

In consideration of furnishing all necessary labor, equipment, and material and completion of all work by Contractor, and on delivery of all material embraced in this Contract in full conformity with Specifications and stipulations herein contained, Owner agrees to pay Contractor prices set forth in Proposal hereto attached, made a part of this Contract, and Contractor hereby agrees to receive such prices in full for furnishing all material and labor required for aforesaid Work, also for all expenses incurred, and well and truly performing same and whole thereof in the manner and according to this Contract, Specifications, Drawings, and requirements of Architect/Engineer.

GC-34. BONDS

It is further agreed by parties to this Contract that Contractor will execute bonds in sum of 100 percent of total contract price for satisfactory performance of Work and payment of all labor, materials, and equipment in accordance with this Contract on forms provided for this purpose, executed by an approved surety company authorized to do business in the State of Texas, and agreed this Contract shall not be in effect until such bonds are furnished and approved by Owner. Performance and Payment Bonds shall comply with Chapter 2253 of the Texas Government Code.

GC-35. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of Work to be done, action of elements, any unforeseen circumstances in prosecution of same, or unusual obstructions/difficulties encountered in prosecution of Work, shall be sustained, and borne by Contractor at own expense.

GC-36. PROTECTION OF ADJOINING PROPERTY

Said Contractor shall take proper means to protect adjacent/adjoining property/properties, in any way encountered, which might be injured/seriously affected by any process of construction undertaken under this Contract, from any damage/injury by reason of said process of construction; and shall be liable for any/all claims for such damage on account of failure to fully protect all adjoining property. Contractor agrees to indemnify, save, and hold harmless Owner against any claim(s) for damages due to any injury to any adjacent or adjoining property, arising/growing out of performance of Contract, but any such indemnity shall not apply to any claim of any kind arising out of existence or character of Work.

GC-37. PROTECTION AGAINST SUBCONTRACTOR, LABORER, MATERIALMEN AND FURNISHER OF MACHINERY, EQUIPMENT, AND SUPPLY CLAIMS

Contractor agrees to indemnify and save Owner harmless from all claims growing out of lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in furthering the performance of this Contract. When so desired by Owner, Contractor shall furnish satisfactory evidence that all obligations of nature herein designated, have been paid, discharged, or waived. If Contractor fails, Owner may, at Contractor option, pay directly any unpaid bills, of which Owner has written notice, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any/all such lawful claims until satisfactory evidence is furnished that all liabilities were fully discharged, whereupon payments to Contractor shall be resumed in full, in accordance with terms of this Contract, but in no event shall provisions of this article be construed to impose any obligations upon Owner by either Contractor or surety.

GC-38. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

Contractor shall pay all royalties and license fees and provide use of any design, device, material, or process covered by letters patent or copyright by suitable legal contract with patentee/owner. Contractor shall defend all suits/claims for infringement of any patent/copyrights and indemnify and save Owner harmless from any loss on account thereof, except Owner shall defend all such suits and claims and be responsible for all such loss when a particular design, device, material, or process/product of a particular manufacturer is specified/required by Owner provided; however, if choice of alternate design, device, material, or process is allowed, Contractor shall indemnify and save Owner harmless from any loss on account of thereof. If material/process specified/required by Owner is an infringement, Contractor shall be responsible for such loss unless promptly giving such information to Owner.

GC-39. LAWS AND ORDINANCES

Contractor shall always observe and comply with all Federal, State, and local laws, ordinances, and regulations, which affect Contractor Work, and indemnify and save harmless Owner against any claims arising from violation of any such laws, ordinances, and regulations by Contractor or employees, except where such violations are called for by provisions of Contract Documents. If Plans and Specifications are at variance therewith, Contractor shall promptly notify Architect/Engineer in writing, and any necessary changes be adjusted as provided in Contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, and without such notice to Architect/Engineer, Contractor shall bear all costs arising therefrom. In case Owner is a body politic and corporate law deriving powers, insofar as same regulates objects for which, in manner in which, or conditions under which Owner may enter into contract, shall be controlling, and considered as part of this Contract, to same effect as though embodied herein.

GC-40. ASSIGNMENT AND SUBLETTING

Contractor further agrees to retain personal control and give personal attention to fulfillment of Contract and not assign by Power of Attorney, or otherwise, or sublet said Contract without written consent of Owner, and no part or feature of Work will be sublet to anyone objectionable to Architect/Engineer or Owner. Contractor further agrees subletting of any portion/feature of Work or materials required in performance of this Contract, shall not relieve Contractor from full obligations to Owner, as provided by this Contract.

GC-41. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this Contract, unless otherwise herein specifically provided, Contractor be allowed to prosecute Work at such times and sessions, in such order of precedence and manner most conducive to economy of construction provided; however, order and time of prosecution shall be such that Work shall be substantially completed as a whole or in part, in accordance with this Contract, Plans, and Specifications, and within time of completion designated in proposal; provided also, when Owner is having other work done, by contract or his own force, Architect/Engineer may direct time and manner of constructing Work done under this Contract so conflict will be avoided and construction of various works done for Owner shall be harmonized.

Contractor shall submit, at such times reasonably requested by Architect/Engineer, schedules to show order in which Contractor proposes to carry on Work, with dates at which Contractor will start several parts of Work and estimated dates of completion of several parts.

GC-42. EXTENSION OF TIME

Should Contractor be delayed in completion of Work by any act/neglect of Owner, Architect/Engineer, any employee of either, other contractors employed by Owner, changes ordered in Work, strikes, lockouts, fires, and unusual delays by common carriers, unavoidable cause(s) beyond Contractor's control, or any cause which Architect/Engineer decides justifies delay, an extension of time shall be allowed for completing Work, sufficient to compensate for delay, amount of extension determined by Architect/Engineer, provided, however, Contractor shall give Architect/Engineer prompt notice in writing of cause of such delay.

GC-43. HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances/delays from any cause (except where Work is stopped by order of Owner for own convenience) during progress of any portion of Work embraced in this Contract. In case said Work shall be stopped by act of Owner, such expense as in judgment of Architect/Engineer is caused by such stoppage of said Work shall be paid by Owner to Contractor.

GC-44. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind allowed, but actual measured and/or computed length, area, solid contents, number, and weight only considered, unless otherwise specifically provided.

GC-45. ESTIMATED QUANTITIES

This Contract, including Specifications, Plans, and estimate, is intended to clearly show all Work to be done and material furnished hereunder. Where estimated quantities are shown for various classes of work to be done and material furnished under this Contract, they are approximate, used only as a basis for estimating probable cost of Work, and comparing proposals offered for Work. It is understood and agreed the actual amount of Work to be done and material furnished under this Contract may differ somewhat from these estimates, and where basis for payment under this Contract is unit price method, payment shall be for actual amount of such work done and material furnished.

Where payment is based on unit price method, Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any differences found between quantities of Work actually done, material actually furnished under this Contract, and estimated quantities contemplated and contained in proposal; provided, however, where actual quantity of any major item in this Contract is an estimated quantity and actual quantity of such "major item" varies more than 25 percent above or below estimated quantity stated in this Contract, an equitable adjustment in Contract price shall be made upon demand of either party. Equitable adjustment shall be based upon any increase/decrease in costs due solely to variation above 125 percent or below 75 percent of estimated quantity.

"Major Item" shall be any individual bid item included in proposal with a total cost equal to or greater than 10 percent of total Contract cost, computed on basis of original bid proposal, quantities, and Contract unit prices.

Any revised consideration is to be determined by agreement between parties, otherwise by terms of this Contract, as provided under "Extra Work."

GC-46. PARTIAL PAYMENTS

On/before the last day of each month, Contractor shall prepare for Architect/Engineer review, a statement showing, as completely as practicable, total value of Work done by Contractor for prior month/period. Statement shall also include value of all sound materials delivered on site of Work to be fabricated into Work. Architect/Engineer, after approval, shall submit Contractor's partial pay application to Owner.

Owner shall then pay Contractor total amount of Architect/Engineer's statement, less 5 percent of amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums may be retained by Owner under terms of this Contract. It is understood; however, in case whole Work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on part of Contractor, Owner may, upon Architect/Engineer written recommendation, pay a reasonable and equitable portion of retained percentage to Contractor; or Contractor, at Owner's option, may be relieved of obligation to fully complete Work, and thereupon, Contractor shall receive payment of balance due under Contract subject only to conditions stated under "Final Payment."

GC-47. USE OF COMPLETED PORTIONS

Owner shall have the right to take possession of and use any completed/partially completed portions of Work, notwithstanding time for completing entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with Contract Documents. If such prior use increases cost of or delays Work, Contractor shall be entitled to such extra compensation, or extension of time, or both, as Architect/Engineer determines.

GC-48. FINAL COMPLETION AND ACCEPTANCE

Within 20 days after Contractor gives Architect/Engineer written notice that Work is complete, Architect/Engineer and Owner shall inspect Work and within said time, if Work is completed in accordance with Contract Documents, Architect/Engineer shall issue to Owner and Contractor a Certificate of Completion, and thereupon it shall be duty of Owner, within 10 days, to issue a Certificate of Acceptance of Work to Contractor.

GC-49. FINAL PAYMENT

Upon issuance of Certificate of Completion, Architect/Engineer shall proceed to make final measurements and prepare final statement of value of all Work performed and materials furnished under terms of Contract and certify same to Owner, who shall pay Contractor on/before the 20th day after date of Certificate of Completion, or if governmental financial assistance is involved, within 30 working days of receipt of final payment from applicable governmental authority, balance due Contractor under terms of this Contract, provided full performance of contractual obligations under terms of this Contract; and said payment shall become due in any event upon said performance by Contractor. Neither Certificate of Acceptance, final payment, nor any provision in Contract Documents, shall relieve Contractor of obligation for fulfillment of any warranty required in Special Provisions of Specifications.

GC-50. PAYMENT WITHHELD

Owner may, on account of subsequently discovered evidence, withhold/nullify whole/part of any certificate to such extent as necessary for protection from loss on account of:

a. Defective work not remedied;
b. Claims filed or reasonable evidence indicating possible filing of claims;
c. Contractor failure to make payments properly to subcontractors, for material, or labor; and/or
d. Damage to another contractor.

When grounds removed or Contractor provides a Surety Bond satisfactory to Owner to protect Owner in amount withheld, payment shall be made for amounts withheld because of them.

GC-51. DELAYED PAYMENTS

Should Owner fail to pay Contractor of sum named in any partial/final statement, when payment is due, or Architect/Engineer fails to issue any statement on/before date provided, Owner shall pay Contractor, in addition to sum shown as due by such statement, interest thereon at the rate of 6 percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, fully liquidating any injury to Contractor growing out of such delay in payment, but right is expressly reserved to Contractor in the event payments not promptly made as provided under "Partial Payments," to at any time thereafter treat Contract as abandoned by Owner and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with provisions of "Payments Withheld."

GC-52. EXTRA WORK

"Extra Work," as used in this Contract, shall mean/include all Work required by Architect/Engineer or Owner done by Contractor to accomplish any change, alteration, or addition to Work shown upon Plans, or reasonably implied by Specifications, and not covered by Contractor's Proposal, except as provided under "Changes and Alterations" herein.

It is agreed Contractor shall perform all Extra Work under Architect/Engineer direction when presented with a written Extra Work Order signed by Architect/Engineer, subject, however, to right of Contractor to require a written confirmation of such Extra Work Order by Owner. It is also agreed compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices; or
Method B - By agreed lump sum; or
Method C - If neither Methods A nor B are agreed upon before Extra Work is commenced, Contractor shall be paid "actual field cost" of Work, plus 15 percent.

In the event said Extra Work be performed and paid for under Method C, provisions of this Article shall apply and "actual field cost" defined to include cost of all workmen such as foremen, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for time actually employed/used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage, Workmen's Compensation, and all other insurance as required by any law/ordinance, or directed by Architect/Engineer or Owner, or by them agreed to. Architect/Engineer may direct form in which accounts of "actual field cost" shall be kept and records of these accounts made available to Architect/Engineer. Architect/Engineer may also specify in writing, before Work commences, method of doing Work as well as type and kind of machinery and equipment to be used; otherwise, these matters determined by Contractor. Unless otherwise agreed upon, prices for use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated

General Contractors of America. Where practicable, terms and prices for use of machinery and equipment shall be incorporated in Written Extra Work Order. The 15 percent of "actual field cost" paid Contractor, shall cover and compensate profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within "actual field cost" as herein defined, save that where Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then cost to maintain and operate same shall be included in "actual field cost."

No claim for Extra Work of any kind allowed unless Architect/Engineer orders in writing. In case any oral/written orders/instructions appear to Contractor to involve Extra Work for which compensation or adjustment in construction time should be received, Contractor shall make written request to Architect/Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does/does not constitute Extra Work, or as to payment therefor, and Architect/Engineer insists upon performance, Contractor shall proceed with Work after making written request for written order and keep an accurate account of "actual field cost" thereof, as provided under Method C. Contractor will thereby preserve right to submit matter of payment by filing a claim as herein provided.

GC-53. TIME OF FILING CLAIMS

It is further agreed by both parties hereto, all questions of dispute/adjustment presented by Contractor shall be in writing and filed with Architect/Engineer within 15 days after Architect/Engineer gives any directions, order, or instruction to which Contractor desires to take exception. Architect/Engineer shall reply to such written exceptions by Contractor and render a final decision in writing. In case Contractor should appeal from Architect/Engineer's decision, appeal shall be filed with Architect/Engineer and Owner in writing within 10 days after date of delivery to Contractor of Architect/Engineer's final decision. It is further agreed final acceptance of Work by Owner and acceptance by Contractor of final payment, shall be a bar to any claim by either party, except as noted otherwise in Contract Documents.

GC-54. DELETED

GC-55. ABANDONMENT BY CONTRACTOR

In case Contractor should abandon and fail/refuse to resume work within 10 days after written notification from Owner or Architect/Engineer, or Contractor fails to comply with Architect/Engineer orders, when such orders are consistent with Contract Documents, then if where a performance bond exists, Surety on bond shall be notified in writing and directed to complete Work, and a copy of said notice be delivered to Contractor.

After receiving said notice of abandonment, Contractor shall not remove from Work any machinery, equipment, tools, materials, or supplies on the job, but same, together with any materials and equipment under contract for Work, may be held for use on Work by Owner or Surety on construction bond, or another contractor in completion of Work; and Contractor shall not receive any rental/credit therefor (except when used in connection with Extra Work, where credit allowed as provided for under "Extra Work"), it understood use of such equipment and materials will ultimately reduce cost to complete Work and reflected in final settlement.

If no performance bond provided or Surety should fail to commence compliance with notice for completion herein provided for, within 10 days after service of such notice, Owner may provide for completion of Work in either of the following elective manners:

a. Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials, and supplies as Owner deems necessary to complete Work and charge expense of such labor, machinery, equipment, tools, materials, and supplies to Contractor, and expense charged shall be deducted and paid by Owner out of such moneys due or may thereafter any time become due to Contractor under and by virtue of this Contract. In case such expense is less than

sum payable under this Contract, if same had been completed by Contractor, then Contractor shall receive the difference. In case such expense is greater than sum payable under this Contract, if same completed by said Contractor, then Contractor and/or Surety shall pay amount of such excess to Owner; or

b. Owner under sealed bids, after five days' notice, published one or more times in a newspaper having general circulation in county of location of Work, may let Contract for completion of Work under substantially same terms and conditions provided in this Contract. In case of any increase in cost to Owner under new contract as compared to what would have been cost under this Contract, such increase shall be charged to Contractor and Surety shall remain bound therefor. However, should cost to complete any such new contract prove less than cost to complete under this Contract, Contractor and/or Surety shall be credited therewith.

When Work shall have been substantially completed, Contractor and Surety shall be so notified and Certificates of Completion and Acceptance, as provided herein, issued. Complete itemized statement of Contract accounts, certified to by Architect/Engineer as correct, shall then be prepared and delivered to Contractor and Surety, whereupon Contractor and/or Surety, or Owner as case may be, shall pay balance due as reflected by said statement, within 15 days after date of such Certificate of Completion.

In the event statement of accounts shows cost to complete Work is less cost to Owner, had Work been completed by Contractor under terms of this Contract; or when Contractor and/or Surety shall pay balance shown due by them to Owner, then all machinery, equipment, tools, materials, or supplies left on site of Work shall be turned over to Contractor and/or Surety. Should cost to complete Work exceed Contract price and Contractor and/or his Surety fail to pay amount due Owner within time designated herein, and there remains any machinery, equipment, tools, materials, or supplies on site of Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to Contractor and Surety at respective addresses designated in this Contract, provided; however, actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at risk of Contractor and Surety subject only to duty of Owner to exercise ordinary care to protect such property. After 15 days from date of said notice, Owner may sell such machinery, equipment, tools, materials, or supplies and apply net sum derived from such sale to credit of Contractor and Surety. Such sale may be made at public/private sale, with/without notice, as Owner elects. Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on Work, and belong to persons other than Contractor or Surety, to proper owners. Books on all operations provided herein shall be open to Contractor and Surety.

GC-56. ABANDONMENT BY OWNER

In case Owner shall fail to comply with Contract terms and fail/refuse to comply with said terms within 10 days after written notification by Contractor, Contractor may suspend/wholly abandon Work and remove therefrom all machinery, tools, equipment, and all materials on site of work not included in payments to Contractor and have not been wrought into Work. And thereupon Architect/Engineer shall make an estimate of total amount earned by Contractor, which estimate shall include value of all Work actually completed by said Contractor (at prices stated in attached proposal where unit prices are used), value of all partially completed Work at a fair and equitable price, and amount of all Extra Work performed at prices agreed upon, or provided for by terms of this Contract, and a reasonable sum to cover cost of any provisions made by Contractor to carry whole work to completion and which cannot be utilized. Architect/Engineer shall then make a final statement of balance due Contractor by deducting from estimates all previous payments by Owner and other sums retained by Owner under terms of this Contract and certify same to Owner who shall pay to Contractor on or before 30 days after date of notification by Contractor, balance shown by said final statement as due Contractor, under terms of this Agreement.

FEDERAL CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	19.1%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Texas, Midland County, City of Midland.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time Contractor corrects the breach or the Owner elects to terminate the contract. Owner's notice will identify a specific date by which Contractor must correct the breach. Owner may proceed with termination of the contract if Contractor fails to correct the breach by the deadline indicated in Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE

SOURCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.

3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel, and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that:
1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");
2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or
3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic, and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material**.**

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person that is privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include

a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provisions – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully comply with 49 USC § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

MODEL SOLICITATION CLAUSES

Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The Bidder or Offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Bidder or Offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the Project are manufactured in the U.S.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, Bidder or Offeror must complete, sign, date, and submit this certification statement with its proposal. Bidder or Offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or Offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods, or construction materials would increase the cost of the overall project by more than 25%. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from;
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

PACKET 15.86 March 19, 2024

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Specific Clause used for General Contract Agreements

The above provision binds Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

The Midland International Air & Space Port, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs 70 Fed. Reg. 74087 (2005);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** Contractor, with regard to the Work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to Contractor under the Contract until Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Contractor agrees to report any violation to the Owner immediately upon discovery. Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, Contractor, and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. Contractor and each Subcontractor must submit to Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits

under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this Section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction," must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of responsiveness:
Owner's award of this Contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the Contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after Bid Opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Contract Assurance (49 CFR § 26.13)

Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –
The Prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Midland, Texas. The Prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the City of Midland, Texas. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –
The Prime Contractor must not terminate a DBE subcontractor listed in response to this Bid Proposal (or an approved substitute DBE firm) without prior written consent of City of Midland, Texas. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Prime Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Contractor obtains written consent City of Midland, Texas. Unless City of Midland, Texas consent is provided, the Prime Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Midland, Texas may provide such written consent only if City of Midland, Texas agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Midland, Texas its request to terminate and/or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to City of Midland, Texas, of its intent to request to terminate and/or substitute, and the reason for the request.

The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise City of Midland, Texas, and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Midland, Texas should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Midland, Texas may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this Section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving," (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

3. If Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and

female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by Contractor during the training period, and Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which Contractor's employees are assigned to Work. Contractor, where possible, will assign two or more women to each construction project. Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to Contractor by the union or, if referred, not employed by Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which Contractor has a collective bargaining agreement has not referred to Contractor a minority person or woman sent by Contractor, or when Contractor has other information that the union referral process has impeded Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Contractor's EEO policy with other contractors and subcontractors with whom Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related

activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of Contractor. The obligation to comply, however, is Contractor's and failure of such a group to fulfill an obligation shall not be a defense for Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though Contractor has achieved its goals for women generally, Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

(a) Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) Contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if Contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed, and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of Contractor.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Contractor must require subcontractors provide immediate written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

SECTION 00 73 43 – WAGE RATE REQUIREMENTS

PART 1 - GENERAL

1.1 WAGE RATE ESTABLISHMENT

A. Refer to FAA Contract Provision on Davis-Bacon included herein for requirements.
B. Contractor shall forfeit as a penalty to Owner, $60.00 for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under this Contract by him, or by any subcontractor under him.
C. Nothing herein contained, however, shall be construed to prohibit the payment of more than the prevailing rate of wages to any laborer, workman, or mechanic employed on the Work.
D. Attention is called to the fact that there must be paid on this Project not less than the general prevailing rates which have been established by Owner and verified by Contractor as indicated in the Schedule at the end of this Document.

1.2 POSTING WAGE RATES

A. Minimum Wage Rates shall be posted on job site in a conspicuous place open for inspection by all workmen.

1.3 EMPLOYEE CLAIMS

A. Any employee who alleges that he has not been paid the minimum wage rate may file a written claim with Owner.

1.4 PAYMENT OF EMPLOYEES AND PAYROLL RECORDS

A. Refer to FAA Contract Provisions on Davis-Bacon included herein for requirements.

1.5 PAYROLL RECORDS

A. Refer to FAA Contract Provision on Davis-Bacon included herein for requirements.

1.6 CLASSIFICATION OF EMPLOYEES

A. Refer to FAA Contract Provision on "DAVIS-BACON REQUIREMENTS" Section 1(ii)(A).
B. For classifications needed for Work but not included in the General Decision below, Contractor shall prepare and submit to Owner, Standard Form 1444, "Request for Authorization of Additional Classification Rate."

1.7 WAGE RATE SCHEDULE

A. See attached General Decision TX20240002 dated 01/05/2024, issued by the Federal Government and any revisions/updates issued for Midland County.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

Rates Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving & Structures)...$ 13.55 **

ELECTRICIAN.....$ 20.96

FORM BUILDER/FORM SETTER
Paving & Curb.....$ 12.36 **
Structures.....$ 13.52 **

LABORER
Asphalt Raker.....$ 12.28 **
Flagger.....$ 9.30 **
Laborer, Common.....$ 10.30 **
Laborer, Utility.....$ 11.80 **
Work Zone Barricade
Servicer.....$ 10.30 **

POWER EQUIPMENT OPERATOR:
Asphalt Distributer.....$ 14.87 **
Asphalt Paving Machine.....$ 13.40 **
Broom and Sweeper.....$ 11.21 **
Crane, Lattice Boom 80
Tons or Less.....$ 16.82 **
Crawler Tractor Operator....$ 13.96 **
Excavator, 50,000 lbs or
less.....$ 13.46 **
Front End Loader Operator,
Over 3 CY.....$ 12.77 **
Front End Loader, 3CY or
less.....$ 12.28 **
Loader/Backhoe.....$ 14.18 **
Mechanic.....$ 20.14
Milling Machine.....$ 15.54 **
Motor Grader, Rough.....$ 16.15 **
Motor Grader, Fine.....$ 17.49
Pavement Marking Machine....$ 16.42 **
Reclaimer/Pulverizer.....$ 12.85 **
Roller, Asphalt.....$ 10.95 **
Roller, Other.....$ 10.36 **
Scraper.....$ 10.61 **
Spreader Box.....$ 12.60 **

Servicer.....$ 13.98 **

Steel Worker (Reinforcing).....$ 13.50 **

TRUCK DRIVER
Lowboy-Float.....$ 14.46 **
Single Axle.....$ 12.74 **
Single or Tandem Axle Dump..$ 11.33 **
Tandem Axle Tractor with
Semi.....$ 12.49 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these Specifications, in the contract, or in any documents or other instruments pertaining to construction where these Specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	Owner's notice to the successful Bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between Owner and Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	Contractor's QC facilities in accordance with Contractor Quality Control Program (CQCP).

Paragraph Number	Term	Definition
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by Owner's employees.
10-31	**Intention of Terms**	Whenever, in these Specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to Engineer and/or RPR, subject in each case to the final determination of Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. Owner for this project is **Midland International Air & Space Port**.

Paragraph Number	Term	Definition
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by Contractor and their own surety as a guaranty that Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance bond**	The approved form of security furnished by Contractor and their own surety as a guaranty that Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'Contract Drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the Bidder will enter into a contract if their own proposal is accepted by Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by Contractor.

Paragraph Number	Term	Definition
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of Owner or such other laboratories as may be designated by Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.

Paragraph Number	Term	Definition
10-59	**Supplemental Agreement**	A written agreement between Contractor and Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in-scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in-scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than Contractor, executing payment or performance bonds that are furnished to Owner by Contractor.
10-61	**Taxilane**	A taxiway designed for low-speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	**None**

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). Project Advertisement and Instruction to Bidders may be found in Sections A-1 and IB-1, respectively, of the front end portion of the Project Manual.

20-02 Qualification of Bidders. Each Bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to Owner at the time of Bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each Bidder shall furnish Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to Owner.

Unless otherwise specified, a Bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "Bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by Owner. Bidder actions that may cause Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. See Section IB-2 – Instruction to Bidders for location and time of meeting.

20-04 Issuance of proposal forms. Owner reserves the right to refuse to issue a proposal form to a prospective Bidder if the Bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with Owner at the time Owner issues the proposal to a prospective Bidder.

c. Documented record of Contractor default under previous contracts with Owner.

d. Documented record of unsatisfactory work on previous contracts with Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these Specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The Bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The Bidder shall submit their proposal on the forms furnished by Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible Bidder. A responsive bid conforms to all significant terms and conditions contained in Owner's invitation for Bid. It is Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by Owner, or if Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the Bidder unopened.

20-12 Withdrawal or revision of proposals. A Bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the Bidder's request for withdrawal is received by Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

20-14 Disqualification of Bidders. A Bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of Owner until any such participating Bidder has been reinstated by Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify Owner's Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to Owner's Engineer a written request for interpretation no later than **three** days prior to bid opening.

Any interpretation of the project bid documents by Owner's Engineer will be by written addendum issued by Owner. Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a Bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, Owner reserves the right to reject a Bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the Bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If Owner elects to proceed with an award of contract, Owner will make award to the responsible Bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. Owner reserves the right to cancel the award without liability to the Bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest Bidders, will be returned immediately after Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest Bidders will be retained by Owner until such time as an award is made, at which time, the unsuccessful Bidder's proposal guaranty will be returned. The successful Bidder's proposal guaranty will be returned as soon as Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful Bidder shall furnish Owner a surety bond or bonds that have been fully executed by the Bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within **10** calendar days from the date mailed or otherwise delivered to the successful Bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful Bidder, Owner shall complete the execution of the contract in accordance with

local laws or ordinances, and return the fully executed contract to Contractor. Delivery of the fully executed contract to Contractor shall constitute Owner's approval to be bound by the successful Bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of Contractor's surety and separate performance and payment bonds. If Owner and Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. Owner, Owner's Engineer or the RPR may provide written notice to Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in Owner's best interest, the RPR may order Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered

by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as Contractor's equipment and personnel, is the most important consideration. Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by Contractor's equipment and personnel. Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading

sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should Contractor wish to exercise option a., b., or c., Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve Contractor's request to exercise option a., b., or c., Contractor shall be paid for the excavation or removal of such material at the applicable contract price. Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve Contractor's exercise of option a., Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to Owner, the RPR will advise Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of Contractor in accordance with the RPR’s written orders.

The term "reasonably close conformity" shall not be construed as waiving Contractor’s responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR’s responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during Contractor’s execution of the work, when, in the RPR’s opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs

contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If Contractor discovers any apparent discrepancy within standard test methods, Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

SP-1 Scope of Work
SP-2 Contract Documents
SP-3 Time and Order of Completion
SP-4 Limitation of Operation
SP-5 Construction Activity
SP-6 Affidavit of Bills Paid
SP-7 Calendar Day
SP-8 Protection of Property
SP-9 Electric Power and Natural Gas
SP-10 Lines and Grades
SP-11 Water for Construction
SP-12 Material Tests
SP-13 Barricades, Signs, and Hazard Markings
SP-14 Prevention of Air and Water Pollution
SP-15 Public Convenience and Safety
SP-16 Final Cleaning Up
SP-17 Insurance
SP-18 Removal and Disposal of Structures, Utilities and Obstructions
SP-19 Conformity with Plans and Allowable Deviations
SP-20 Removal of Defective and Unauthorized Work
SP-21 Disputed Claims for Extra Work
SP-22 Federal Participation
SP-23 Indemnification
SP-24 Contractor's Responsibility for Work
SP-25 Correction of Faulty Work after Final Payment
SP-26 Texas State Sales Tax
SP-27 Separate Contracts
SP-28 Trench Safety
SP-29 Load Restrictions
SP-30 Notice to Proceed
SP-31 Payment for Materials on Hand
SP-32 Weighing and Measuring Equipment
SP-33 Progress Schedule
SP-34 Average Climatic Range
SP-35 Substantially Complete
SP-36 Submittals
SP-37 Geotechnical Information
SP-38 Sovereign Immunity
SP-39 Governing Law and Venue
SP-40 Third-Party Beneficiary

SP-41 Releases
SP-42 Independent Contractor
SP-43 Notice of Alleged Breach; Statutory Prerequisites
SP-44 Assignment
SP-45 Waiver of Attorney's Fees
SP-46 Prompt Pay Act
SP-47 Payment
SP-48 Project Closeout
SP-49 Disclosure of Interested Parties
SP-50 Parkhill/RPR Authority and Duty
SP-51 Anti-Boycott Statutes

50-05 Cooperation of Contractor. Contractor shall be supplied with an electronic PDF of the plans and specifications. Contractor shall have available on the construction site at all times 1 hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by Contractor for the cost of reproduction.

Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against Contractor.

Prior to the start of construction, Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided

to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **DWG and PDF**.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor.

QA Inspectors are authorized to notify Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at Contractor's expense.

Provide advance written notice to the RPR of work Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done

without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at Contractor's expense.

Upon failure on the part of Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against Contractor.

50-11 Load restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by Contractor's equipment and personnel.

50-12 Maintenance during construction. Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the Project is accepted shall be included in the unit prices Bid on the various contract items, and Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify Contractor of such noncompliance. Such notification shall specify a reasonable time within which Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should Contractor fail to respond to the RPR's notification, Owner may suspend any work necessary for Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by Owner, shall be recovered as a liquidated damage against Contractor.

50-14 Partial acceptance. If at any time during the execution of the project Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit Owner, Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify Contractor and Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily

completed. In such event, the RPR will make the final acceptance and notify Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, Contractor shall notify the RPR in writing of their intention to claim such additional compensation before Contractor begins the work on which Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by Contractor for keeping strict account of actual cost as required, then Contractor hereby agrees to waive any claim for such additional compensation. Such notice by Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, Contractor shall furnish materials from other sources.

Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and Contractor elects to furnish the specified "or equal," Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of Contractor and the producer with whom Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of Owner or lessee of such property. Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by Contractor at their expense, except as otherwise agreed to (in writing) by Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by Owner. Owner-furnished materials shall be made available to Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during Contractor's handling, storage, or use of such Owner-furnished material. Owner will deduct from any monies due or to become due Contractor any cost incurred by Owner in making good such loss due to Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or Contractor's employees.

70-02 Permits, licenses, and taxes. Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. Contractor and the surety shall indemnify and hold harmless Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **None**.

Except as listed above, Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included with Bid Package.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by Contractor, Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. Contractor shall indemnify and hold harmless Engineer/RPR and Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen’s Compensation Act," or any other law, ordinance, order, or decree. Money due Contractor under and by virtue of their own contract considered necessary by Owner for such purpose may be retained for the use of Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to Owner, except that money due Contractor will not be withheld when Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any

member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for Contractor to complete portions of the contract work for the beneficial occupancy of Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by Contractor until directed by Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by Owner shall be repaired by Contractor at their expense.

Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, Contractor shall cooperate with Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that Contractor shall, upon execution of the contract, notify Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, Contractor shall again notify each such Owner of their plan of operation. If, in Contractor's opinion, Owner's assistance is needed to locate the utility service or facility or the presence of a representative of Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to Contractor's commencement of operations in such general vicinity. Contractor shall furnish a written summary of the notification to the RPR.

Contractor's failure to give the two days' notice shall be cause for Owner to suspend Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to Contractor's operations.

Should Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. Owner reserves the right to deduct such costs from any monies due or which may become due Contractor, or their own surety.

70-16 Furnishing rights-of-way. Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon Engineer, RPR, their authorized representatives, or any officials of Owner either personally or as an official of Owner. It is understood that in such matters they act solely as agents and representatives of Owner.

70-18 No waiver of legal rights. Upon completion of the work, Owner will expeditiously make final inspection and notify Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall Owner be precluded or stopped from recovering from Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of Contractor to fulfill their obligations under the contract. A waiver on the part of Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

Contractor, without prejudice to the terms of the contract, shall be liable to Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards Owner's rights under any warranty or guaranty.

70-19 Environmental protection. Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate Contractor's finding and Owner will direct Contractor to either resume operations or to suspend operations as directed.

Should Owner order suspension of Contractor's operations in order to protect an archaeological or historical finding, or order Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Special Provisions SP-17.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. Owner will not recognize any subcontractor on the work. Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of Owner, and shall be consummated only on the written approval of Owner.

Contractor shall provide copies of all subcontracts to the RPR fourteen (14) days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). Owners notice to proceed will state the date on which contract time commences. Contractor is expected to commence project operations within **ten (10)** days of the NTP date. Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by Owner.

80-03 Execution and progress. Unless otherwise specified, Contractor shall submit their coordinated construction schedule showing all work activities for the RPR’s review and acceptance at least 10 days prior to the start of work. Contractor’s progress schedule, once accepted by the RPR, will represent Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of Contractor's performance. Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If Contractor falls significantly behind the submitted schedule, Contractor shall, upon the RPR’s request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

Contractor shall not commence any actual construction prior to the date on which the NTP is issued by Owner.

Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice-monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows: None.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. Contractor shall conduct routine checks to assure compliance with the safety plan measures.

Contractor is responsible to Owner for the conduct of all subcontractors it employs on the project. Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by Contractor in accomplishing the work are not prescribed in the contract, Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If Contractor desires to use a method or type of equipment other than specified in the contract, Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. Owner shall have the authority to suspend the work wholly, or in part, for such period or periods Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that Contractor is ordered by Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which Contractor has no control, Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward Contractor's claim to Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond Contractor's control, it shall be adjusted as follows:

80-07.1

Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of Owner's orders to suspend and resume all work, due to causes not the fault of Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by Owner should Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Base Bid	$1,000	300

80-09 Default and termination of contract**. Contractor shall be considered in default of their contract and such default will be considered as cause for Owner to terminate the contract for any of the following reasons, if Contractor:**

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should Owner consider Contractor in default of the contract for any reason above, Owner shall immediately give written notice to Contractor and Contractor's surety as to the reasons for considering Contractor in default and Owner's intentions to terminate the contract.

If Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of Contractor. Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due Contractor. If such expense exceeds the sum which would have been payable under the contract, then Contractor and the surety shall be liable and shall pay to Owner the amount of such excess.

80-10 Termination for national emergencies. Owner shall terminate the contract or portion thereof by written notice when Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with Contractor.

Acceptable materials, obtained or ordered by Contractor for the work and that are not incorporated in the work shall, at the option of Contractor, be purchased from Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton or hundredweight.
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Term	Description
	All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to Contractor and shall thereupon become the property of Owner.

In addition to the reimbursement hereinbefore provided, Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by Contractor must be directly related to the deleted contract item and shall be supported by certified statements by Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to Contractor since the last estimate amounts to less than five hundred dollars.

Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Owner's payment to the prime Contractor. If Option 3 is selected, the percent withheld may range from 0% to 10% but in no case may it exceed 10%. When establishing a suitable retainage value that protects Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner. If Option 3 is selected, insert the following clause and specify a suitable value where indicated:

a. From the total of the amount determined to be payable on a partial payment, five (5%) percent of such total amount will be deducted and retained by Owner for protection of Owner's interests. Unless otherwise instructed by Owner, the amount retained by Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by Owner for partially accepted work.

(2) In lieu of retainage, Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor has received a partial payment. Contractor must provide Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Owner. When Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or

supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

Contractor shall deliver to Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. Contractor has furnished Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. Contractor has furnished Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and Owner's payment for such stored or stockpiled materials shall in no way relieve Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, Contractor may request that Owner deposit the retainage into an escrow account. Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to Owner.

b. Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. Contractor shall enter into an escrow agreement satisfactory to Owner.

d. Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. Contractor shall approve the RPR's final estimate or advise the RPR of Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date Owner takes possession.

c. Contractor shall remedy at Contractor's expense any failure to conform, or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to Owner real or personal property, when that damage is the result of Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by Contractor.

d. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. Owner will notify Contractor, in writing, within seven days after the discovery of any failure, defect, or damage.

f. If Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of Owner, as directed by Owner, and (3) enforce all warranties for the benefit of Owner.

h. This warranty shall not limit Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves Contractor's final submittal. Contractor shall:

a. Provide two copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

TECHNICAL SPECIFICATIONS

Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the Project. Establishing and maintaining a culture of quality is key to achieving a quality Project. Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this Contract conform to Contract Plans, Technical Specifications, and other requirements, whether manufactured by Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the Contract Technical Specifications, Contractor shall assume full responsibility for accomplishing the stated purpose.

Contractor shall establish a CQCP that will:

- **a.** Provide qualified personnel to develop and implement the CQCP.
- **b.** Provide to produce acceptable quality materials.
- **c.** Provide sufficient information to assure that the specification requirements can be met.
- **d.** Document the CQCP process.

Contractor shall not begin any construction or production of materials incorporated into the completed Work until CQCP has been reviewed and approved by Engineer and until Preconstruction Meeting is completed. If CQCP is not submitted and approved by Preconstruction Meeting, Notice to Proceed (NTP) will still be issued at the Preconstruction Meeting and contract time will commence. Contractor may begin construction on items not pertaining to CQCP overview. No partial payment will be made for materials subject to specific quality control (QC) requirements if installed before CQCP has been reviewed and approved.

QC requirements contained in this Section and elsewhere in the Contract Technical Specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of Engineer as specified in the Specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative will be held in conjunction with the Preconstruction Meeting. QC/QA workshop will be facilitated by Contractor with participation by all required CQCP personnel. Items to be addressed, at a minimum, will include:

a. Review of CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

b. Discussion of QA program.

c. Discussion of QC and QA Organization and authority including coordination and information exchange between QC and QA.

d. Establish regular meetings to discuss control of materials, methods and testing.

e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. Contractor shall establish a CQCP to perform QC inspection and testing of all items of Work required by the Technical Specifications, including those performed by subcontractors. CQCP shall ensure conformance to applicable Specifications and Plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the Technical Specifications, in addition to other requirements of this Section and any other activities deemed necessary by Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). Contractor shall describe the CQCP in a written document that shall be reviewed and approved by RPR prior to the Preconstruction Meeting. Written CQCP shall be submitted to RPR for review and approval at least 10 calendar days before the Preconstruction Meeting. Contractor's CQCP and QC testing laboratory must be approved in writing by RPR prior to the Notice to Proceed (NTP).

CQCP shall be organized to address, at minimum:

1. QC organization and resumes of key staff;
2. Project progress schedule;
3. Submittals schedule;
4. Inspection requirements;
5. QC testing plan;
6. Documentation of QC activities and distribution of QC reports;
7. Requirements for corrective action when QC/QA acceptance criteria are not met;
8. Material quality and construction means and methods. Address all elements applicable to the Project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing, and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

Contractor must add any additional elements to CQCP necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function and shall indicate the total staff required to implement all elements of CQCP, including inspection and testing for each item of Work. If necessary, different technicians can be used for specific inspection and testing functions for different items of Work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of Paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. Contractor Quality Control Program Administrator (CQCPA) must be a full-time, employee of Contractor, or a consultant engaged by Contractor. CQCPA must have a minimum of five years of experience in QC pavement construction with prior QC experience on a Project of comparable size and Scope as the Contract.

Included in the five years of paving/QC experience, CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one year of airport paving experience.

(2) Engineer-in-training with two years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three years of airport paving experience.

(4) An individual with four years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

CQCPA must have full authority to institute any and all actions necessary for the successful implementation of CQCP to ensure compliance with the Contract Plans and Technical Specifications. CQCPA authority must include the ability to immediately stop production until materials and/or processes comply with Contract Specifications. CQCPA must report directly to a principal officer of the construction firm. CQCPA may supervise the Quality Control Program on more than one project if person can be at the job site within two hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher with a minimum two years of experience in their area of expertise.

QC technicians must report directly to CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to Technical Specifications, and as required by Paragraph 100-6.

(2) Performance of all QC tests as required by the technical specifications and Paragraph 100-8.

(3) Performance of tests for RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the Work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the Project schedule.

100-5 Submittals schedule. Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and Shop Drawings required by the Technical Specifications. The listing can be developed in a spreadsheet format and shall include, at minimum:

a. Specification item number;

b. Item description;

c. Description of submittal;

d. Specification paragraph requiring submittal;

e. Scheduled date of submittal.

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of Work, as detailed below. All inspections shall be documented by Contractor as specified by Paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of Work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the Technical Specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, Contractor shall implement a QC testing plan, as required by the Technical Specifications. Testing plan shall include the minimum tests and test frequencies required by each Technical Specification Item, as well as any additional QC tests Contractor deems necessary to adequately control production and/or construction processes.

QC testing plan can be developed in a spreadsheet fashion and shall, at minimum, include:

a. Specification item number (e.g., P-401);
b. Item description (e.g., Hot Mix Asphalt Pavements);
c. Test type (e.g., gradation, grade, asphalt content);
d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable);
e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
f. Responsibility (e.g., plant technician);
g. Control requirements (e.g., target, permissible deviations);

QC testing plan shall contain a statistically based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by Contractor as required by Paragraph 100-9.

100-9 Documentation. Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by CQCPA.

Contractor QC records required for the contract shall include, but not necessarily limited to:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description;
(2) Compliance with approved submittals;
(3) Proper storage of materials and equipment;
(4) Proper operation of all equipment;
(5) Adherence to Plans and Technical Specifications;
(6) Summary of any necessary corrective actions;
(7) Safety inspection.
(8) Photographs/video.

Daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

Daily inspection reports shall be signed by responsible QC technician and CQCPA. RPR shall be provided at least one copy of each daily inspection report on the workday following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document:

(1) Technical specification item number and description;
(2) Test designation;
(3) Location;
(4) Date of test;
(5) Control requirements;
(6) Test results;
(7) Causes for rejection;
(8) Recommended remedial actions;
(9) Retests.

Test results from each day's work period shall be submitted to RPR prior to the start of the next day's work period. When required by the Technical Specifications, Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of CQCP as a whole and for individual items of Work contained in Technical Specifications.

CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the Technical Specifications, Contractor shall establish and use statistical QC charts for individual QC tests. Requirements for corrective action shall be linked to the control charts.

100-11 Inspection/observations by RPR. All items of material and equipment are subject to inspection and/or observation by RPR at the point of production, manufacture, or shipment to determine if Contractor, producer, manufacturer, or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable Technical Specifications and Plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by RPR at the site for the same purpose.

Inspection/observations by RPR does not relieve Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. Resident Project Representative (RPR) will provide written notice to Contractor of any noncompliance with their CQCP. After receipt of such notice, Contractor must take corrective action.

b. When QC activities do not comply with either CQCP, Contract Provisions, or when Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, RPR will recommend Owner take the following actions:

(1) Order Contractor to replace ineffective or unqualified QC personnel or subcontractors; and/or

(2) Order Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for personnel, tests, facilities, and documentation required to implement the CQCP. CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25 percent with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 25 percent or more of the original Contract is earned, an additional 25 percent.

c. When 50 percent or more of the original Contract is earned, an additional 20 percent.

d. When 75 percent or more of the original Contract is earned, an additional 20 percent.

e. After final inspection and acceptance of Project, the final 10 percent.

BASIS OF PAYMENT

100-14 Payment will be made under:

Item C-100	Contractor Quality Control Program (CQCP), complete, per lump sum.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the Plans or as ordered by Resident Project Representative (RPR) during the life of a Contract to control pollution of air and water, soil erosion, and siltation through silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and, AC 150/5370-2, *Operational Safety on Airports During Construction*. Temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period. Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed, and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial-grade standards and shall be approved by RPR before incorporating into Project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, more restrictive laws, rules, or regulations shall apply.

RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by RPR.

102-3.3 Construction details. Contractor will be required to incorporate all permanent erosion control features into the Project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction not foreseen during the design stage; needed prior to installation of permanent control features; or needed temporarily to control erosion that develops during normal construction practices but not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by RPR.

Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by RPR. If temporary erosion and pollution control measures are required due to Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or directed by RPR, the Work shall be performed by Contractor and the cost shall be incidental to this item.

RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by Contractor shall be maintained by Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance, and removal of silt fence. Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled, and the soil compacted over the silt fence fabric. Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by RPR. Completed and accepted work will be measured per lump sum. This price shall be full compensation for costs associated with preparation, administration, and superintendence of the Stormwater Pollution Prevention Plan (SWPPP), furnishing all materials, labor, tools, and equipment, and for any fees required by the regulating agency

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by RPR and measured as provided in Paragraph 102-4.1 will be paid for under:

Item C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, complete, per lump sum.

Progress payments will be calculated by dividing the total lump sum price by the number of months to final completion.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33	*Hazardous Wildlife Attractants on or Near Airports*
AC 150/5370-2	*Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461	*Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of Work shall consist of, but is not limited to, Work and operations necessary for the movement of personnel, equipment, material, and supplies to and from the Project Site for Work on the Project except as provided in the Contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 8 percent of the total Project cost.

105-3 Posted notices. Prior to commencement of construction activities, Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the Prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the Work by Owner.

105-4 Engineer/RPR field office. Engineer/RPR field office not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25 percent.

b. When 25 percent or more of the original Contract is earned, an additional 25 percent.

c. When 50 percent or more of the original Contract is earned, an additional 40 percent.

d. After Final Inspection, staging area clean-up and delivery of all Project Closeout materials as required by SP-48 PROJECT CLOSEOUT SPECIAL PROVISIONS, the final 10 percent.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105	Mobilization, complete, per lump sum.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)

110-1 General. When the Specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this Section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within Specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the Specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the Technical Sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform Contractor that, in order to consistently offset Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-2 Method for computing PWL. The computational sequence for computing PWL is as follows:

a. Divide the lot into n sublots in accordance with the acceptance requirements of the Specification.

b. Locate the random sampling position within the sublot in accordance with the requirements of the specification.

c. Make a measurement at each location or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the Specification.

d. Find the sample average (X) for all sublot test values within the lot by using the following formula:

$$\mathbf{X = (x_1 + x_2 + x_3 + \ldots x_n) / n}$$

Where: X = Sample average of all sublot test values within a lot

$x_1, x_2, \ldots x_n$ = Individual sublot test values

n = Number of sublot test values

e. Find the sample standard deviation (S_n) by use of the following formula:

$$\mathbf{S_n = [(d_1^2 + d_2^2 + d_3^2 + \ldots d_n^2)/(n-1)]^{1/2}}$$

Where: S_n = Sample standard deviation of the number of sublot test values in the set

$d_1, d_2, \ldots d_n$ = Deviations of the individual sublot test values $x_1, x_2, \ldots$ from the average value X

that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X) \ldots d_n = (x_n - X)$

n = Number of sublot test values

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$\mathbf{Q_L = (X - L) / S_n}$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L, using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e., L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$\mathbf{Q_L = (X - L) / S_n}$$
and
$$\mathbf{Q_U = (U - X) / S_n}$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U, using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U. Determine the PWL by use of the following formula:

$$\mathbf{PWL = (P_U + P_L) - 100}$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 = 96.60
A-2 = 97.55
A-3 = 99.30
A-4 = 98.35
n = 4

2. Calculate average density for the lot.

$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$
$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$
X = 97.95% density

3. Calculate the standard deviation for the lot.

$S_n = \mathbf{[}((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)) / (4 - 1)\mathbf{]}^{1/2}$
$S_n = \mathbf{[}(1.82 + 0.16 + 1.82 + 0.16) / 3\mathbf{]}^{1/2}$
$S_n = 1.15$

4. Calculate the Lower Quality Index Q_L for the lot. (L=96.3)

$Q_L = (X - L) / S_n$
$Q_L = (97.95 - 96.30) / 1.15$
$Q_L = 1.4348$

5. Determine PWL by entering Table 1 with Q_L= 1.44 and n= 4.

PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

A-1 = 5.00
A-2 = 3.74
A-3 = 2.30
A-4 = 3.25

2. Calculate the average air voids for the lot.

$X = (x_1 + x_2 + x_3 \ldots n) / n$
$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$
X = 3.57%

3. Calculate the standard deviation S_n for the lot.

$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$

$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$

$S_n = 1.12$

4. Calculate the Lower Quality Index Q_L for the lot. (L= 2.0)

$Q_L = (X - L) / S_n$

$Q_L = (3.57 - 2.00) / 1.12$

$Q_L = 1.3992$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and n = 4.

$P_L = 97$

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)

$Q_U = (U - X) / S_n$

$Q_U = (5.00 - 3.57) / 1.12$

$Q_U = 1.2702$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and n = 4.

$P_U = 93$

8. Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$

$PWL = (97 + 93) - 100 = 90$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

2. From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than (97.95 + 1.463 × 1.15) = 99.63%

OR

less than (97.95 - 1.463 × 1.15) = 96.27%.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P_L and P_U)	Positive Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM E178	Standard Practice for Dealing with Outlying Observations

END OF ITEM C-110

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of removal of asphaltic and concrete existing pavement, and other miscellaneous items. Work shall be accomplished in accordance with these Specifications and the applicable Plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by Resident Project Representative (RPR). Equipment shall not cause damage to pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the Plans and per the Specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. Pavement inside Project limits shall be removed by methods which will not cause distress in the pavement which is to remain in place. Removed concrete paving material is to be disposed off airport site.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Any underlaying material that is to remain in place shall be recompacted and/or replaced as shown on the Plans. Adjacent areas damaged shall be repaired or replaced at Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. Material is to be removed from airport site. Any damage caused by Contractor's removal process shall be repaired at Contractor expense.

c. Removal of Base Material. See Item P-152 - Excavation, Subgrade, and Embankment, for removal of base material and subgrade.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Not used.

101-3.3 Removal of Foreign Substances/contaminates. Not used.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair. Not used.

101-3.5 Cold milling. Not used.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Not used.

101-3.7 Maintenance. Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by RPR. Surface shall be kept clean and free from foreign material. Pavement shall be properly drained at all times. If cleaning is necessary or pavement becomes disturbed, any work repairs necessary shall be performed at Contractor expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Not used.

101-3.8.1 Removal of Existing Joint Sealant. Not used.

101-3.8.2 Cleaning prior to sealing. Not used.

101-3.8.3 Joint sealant. Not used.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Not used.

101-3.9.1 Preparation of Crack. Not used.

101-3.9.2 Removal of Existing Crack Sealant. Not used.

101-3.9.3 Crack Sealant. Not used.

101-3.9.4 Removal of Pipe and other Buried Structures.

a. Removal of Existing Pipe Material. Remove types of abandoned utilities and pipe as indicated on the Plans. Removed material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95 percent of ASTM D1557.

b. Removal of Inlets/Manholes. Not used.

METHOD OF MEASUREMENT

101-4.1 Pavement removal (Asphaltic or Concrete). The unit of measurement for pavement removal shall be the number of square yards removed by Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal.

101-4.2 Removal of Pipe and other Buried Structures. No separate measurement for payment will be made. The Work covered by this Section shall be considered as a subsidiary obligation of Contractor and covered under the other Contract items.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at Contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1a	Remove Existing Asphaltic Pavement, per square yard
Item P 101-5.1b	Remove Existing Concrete Pavement, per square yard

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the Work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these Specifications and in conformity to the dimensions and typical Sections shown on the Plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed off airport property. Materials containing vegetable or organic matter such as muck, peat, organic silt, or sod, shall be considered unsuitable for use in embankment construction.

CONSTRUCTION METHODS

152-2.1 General.

The suitability of material to be placed in embankments shall be subject to approval by RPR. All unsuitable material shall be disposed off airport property.

When Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and RPR notified. At the direction of RPR, Contractor shall excavate the Site in such a manner as to preserve the artifacts encountered and allow for their removal. Such special excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 12 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, Contractor shall notify RPR, who shall arrange for their removal if necessary. Contractor, at own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of Contractor's operations during the period of the Contract.

a. Blasting. Not allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by Contractor and RPR has obtained from Contractor, Contractor verification survey shots of the elevations and measurements of the ground surface. Contractor and RPR shall agree original ground lines shown on the topographic survey noted in Project Plans are accurate or agree to any adjustments made to the original ground lines.

Only suitable excavated material shall be used in the formation of subgrade embankment. All unsuitable material shall be disposed off airport property.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the Plans, the excess shall be disposed off airport property. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, Contractor shall coordinate obtaining borrow material from off airport property (Reference 152-2.3.)

No direct measurement for excavation. Excavation costs are considered incidental to placing subgrade embankment in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of subgrade embankments. Payment for compacted embankment will be made under "embankment in-place." No direct payment will be made for excavation, borrow, or excess material disposal.

a. Selective grading. More suitable material designated by RPR shall be used in constructing pavement subgrade. If, at the time of excavation it is not possible to place this material in its final location, stockpile in approved areas until it can be placed. Then place more suitable material and compact as specified. Selective grading shall be considered incidental to Work involved. Cost of stockpiling and placing material shall be included in the various pay items of work involved.

Remove base material lying under asphaltic pavement removal areas of this Project. At Contractor option, this material may be reused as subgrade embankment, used as select fill in removed utility areas, or removed from site and disposed of Airport property. This base material shall be categorized as Unclassified per 152-2.2, and no direct measurement or payment for manipulation made. (Base material lying under concrete pavement removal areas of this project shall remain in place, manipulated, and compacted per Plans.)

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for subgrades shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off airport. The cost is incidental to this item. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by RPR. All over-break shall be graded or removed by Contractor and disposed of as directed by RPR. RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of Work will be accomplished by Contractor as indicated on the Plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the Plans, and the material disposed off airport property. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the Plans.

152-2.3 Borrow excavation. Although subgrade borrow sources are not anticipated to be needed, if need arises, there are no borrow sources within boundaries of the Airport property. Contractor shall locate and obtain off-site borrow sources, subject to the approval of RPR. Contractor shall notify RPR at least 15 days prior to beginning the excavation so necessary measurements and tests can be made by RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 Drainage excavation. Not used.

152-2.5 Proof rolling. Proof rolling subgrade identifies any weak areas in subgrade but is not for subgrade compaction. Before start of embankment, the "compact-in-place" subgrade layer shall be proof rolled with compaction equipment suitable to and in the presence of RPR. Apply a minimum of two coverages, or as specified by RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1-inch or show permanent deformation greater than 1-inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these Specifications. Removal and replacement of soft areas is incidental to this item. The "compact-in-place" layer shall then be compacted per 152-2.7.

152-2.6 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade (two each of 6-inch-thick compacted layers) shall be compacted to not less than 95 percent of maximum density for cohesive soils as determined by ASTM D1557. As used herein, "non-cohesive" shall mean soils with a plasticity index (PI) of less than three as determined by ASTM D4318. Geotechnical Report appears to indicate cohesive subgrade soils for this Project.

152-2.7 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. Compact-in-place surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per Paragraph 152-2.10.

152-2.8 Control Strip. Not used.

152-2.9 Formation of embankments. The material shall be constructed in lifts of no more than 6 inches compacted thickness.

When more than one lift is required to establish the layer thickness shown on the Plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. Contractor shall rework, recompact, and retest any material placed which does not meet the Specifications.

Lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by RPR. Materials such as brush, hedge, roots, stumps, grass, and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment, nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

Material in each lift shall be within ±2 percent of optimum moisture content before rolling to obtain the prescribed compaction. Material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

Contractor shall make the necessary corrections and adjustments in methods, materials. or moisture content to achieve the specified embankment density.

RPR will take samples of excavated materials which will be used in embankment for testing to obtain a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D1557. A new Proctor shall be obtained for each soil type based on visual classification.

Density tests will be taken by RPR for every 1,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by RPR.

If the material has greater than 30 percent retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density for cohesive soils as determined by ASTM D1557. Under all areas to be paved, the embankments shall be compacted to a depth per paving section plan details. As used herein, "non-cohesive" shall mean soils with a plasticity index (PI) of less than three as determined by ASTM D4318.

In-place field density shall be determined in accordance with ASTM 6938 using Procedure A, direct transmission method, and ASTM D6938 to determine moisture content of material. The machine shall be calibrated in accordance with ASTM D6938. RPR shall perform all density tests. If the specified density is not attained, the area represented by the test or as designated by RPR shall be reworked/recompacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by RPR and the finer material shall be used to fill the voids forming a dense, compact mass.

152-2.10 Compaction requirements. Subgrade under areas to be paved shall be compacted to a depth of 12 inches and density not less than 95 percent of the maximum dry density as determined by ASTM D1557.

The material to be compacted shall be within ±2 percent of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the 3/4-inch sieve, follow methods in ASTM D1557 for correction of maximum dry density and optimum moisture for oversized particles. Tests for moisture content and compaction will be taken at a minimum of 1,000 square yards of subgrade. All quality assurance testing shall be done by RPR.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this Contract. The gage shall be field standardized daily.

Density tests will be taken by RPR for every 1,000 square yards of completed subgrade. If a nuclear gage is used for density determination, two random readings shall be made for each 5,000 square yards.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked/recompacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the Plans or as directed by RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of subgrade are incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes, or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling, and other methods shall be performed to provide a thoroughly compacted subgrade shaped to lines and grades shown on the Plans. All ruts or rough places that develop in the completed subgrade shall be graded, recompacted, and retested. Contractor shall protect subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the Work. Contractor shall include the cost in the contract unit price for the pay of items of Work involved. No payment will be made separately or directly for hauling on any part of the Work.

Contractor's equipment shall not cause damage to any excavated surface, compacted lift, or subgrade as a result of hauling operations. Any damage caused because of Contractor's hauling operations shall be repaired at Contractor expense.

Contractor shall be responsible for providing, maintaining, and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by Owner. No separate payment will be made for any work or materials associated with providing, maintaining, and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and recompacted to grade until the required smoothness and accuracy are obtained and approved by RPR. Contractor shall perform all final smoothness and grade checks in the presence of RPR. Any deviation in surface tolerances shall be corrected by Contractor at Contractor's expense.

a. Smoothness. Finished surface shall not vary more than ±1/2 inch when tested with a 12-foot straightedge applied parallel with and at right angles to centerline. Straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

b. Grade. Grade and crown shall be measured on a 50-foot grid and shall be within ±0.05 feet of specified grade.

152-2.14 Topsoil. Not used.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by cubic yard shall be computed in the final position using average end areas of design cross sections combined with applicable plan view. Cubic yard quantities shall include a 6-inch thickness attributed to subgrade compact-in-place layer.

BASIS OF PAYMENT

152-4.1 For embankment in place, payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item. Per 152.2.2 *Excavation*, payment for excavation will be included in the Item "Embankment." Therefore, costs for excavation and embankment shall be included in embankment item, with the pay item being the volume of embankment.

Payment will be made under:

Item P-152-4.1 Embankment in place, per cubic yard

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

Item P-403 Asphalt Mix Pavement Base Course

DESCRIPTION

403-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared course in accordance with these Specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the Plans. Each course shall be constructed to the depth, typical section, and elevation required by the Plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

403-2.1 Aggregate. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 sieve. Fine aggregate is the material passing the No. 4 sieve.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum for surface, asphalt binder, and leveling course Loss: 50% maximum for base course	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds or more: Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face[1]	ASTM D5821
	For pavements designed for aircraft gross weights less than 60,000 pounds: Minimum 50% by weight of particles with at least two fractured faces and 65% with at least one fractured face[1]	
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles with a value of 5:1 [2]	ASTM D4791

[1] The area of each face shall be equal to at least 75 percent of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five; an elongated particle is one having a ratio of length to width greater than five.

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the Table below.

Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419
Natural Sand	0 to 8% maximum by weight of total aggregate	ASTM D1073

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate, and ASTM C183 shall be used in sampling mineral filler.

403-2.2 Mineral filler. Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

Mineral filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

403-2.3 Asphalt binder. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 76-22.

Asphalt Binder PG Plus Test Requirements

Material Test	Requirement	Standard
Elastic Recovery	75% minimum	ASTM D6084

403-2.4 Anti-stripping agent. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

403-2.5 Bond Breaker. Fabric shall meet the requirements of AASHTO M 288 Class I woven fabric with elongation less than 50 percent at the specified strengths. A certificate of compliance (COC) shall be provided by the fabric manufacturer that the material may be used as a bond breaker.

COMPOSITION

403-3.1 Composition of mixture. The asphalt plant mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and asphalt binder. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

403-3.2 Job mix formula (JMF) laboratory. The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF, and listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the RPR prior to start of construction.

403-3.3 Job mix formula (JMF). No asphalt mixture shall be placed until an acceptable mix design has been submitted to Engineer for review and accepted in writing. Engineer's review shall not relieve Contractor of the responsibility to select and proportion the materials to comply with this Section.

When the Project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of Paragraph 403-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to Engineer for review and accepted in writing before the new material is used. After the initial production JMF has been approved by Engineer and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by Engineer, will be borne by Contractor.

Engineer may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable Specifications.

The JMF shall be submitted in writing by Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for Project use.

The submitted JMF shall be dated, and stamped or sealed by the responsible Professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with Paragraph 403-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with Paragraph 403-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with Paragraphs 403-2.1 and 403-2.2.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each course and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles**,** elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.

- Number of blows or gyrations.
- Laboratory mixing and compaction temperatures.
- Supplier recommended mixing and compaction temperatures.
- Plot of the combined gradation on the 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Table 1. Asphalt Design Criteria

Test Property	Value	Test Method
Number of gyrations	75	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
TSR[1]	not less than 80 at a saturation of 70 to 80%	ASTM D4867
Asphalt Pavement Analyzer (APA)[2]	Less than 10 mm @ 4,000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

[1] Test specimens for TSR shall be compacted at 7 ± 1.0% air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

[2] AASHTO T340 at 100 psi hose pressure at 64 degrees C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8,000 passes

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply, be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieve
1-inch	--
3/4-inch	100
1/2-inch	90-100
3/8-inch	72-88
No. 4	53-73
No. 8	38-60
No. 16	26-48
No. 30	18-38
No. 50	11-27
No. 100	6-18
No. 200	3-6
Voids in Mineral Aggregate (VMA)[1]	15
Asphalt Percent:	
Stone or gravel	5.0-7.5
Recommended Minimum Construction Lift Thickness	2 inch

[1]To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieves		
	Gradation 1	**Gradation 2**	**Gradation 3[1]**
1-inch	100	--	--
3/4-inch	90-100	100	--
1/2-inch	68-88	90-100	100
3/8-inch	60-82	72-88	90-100
No. 4	45-67	53-73	58-78
No. 8	32-54	38-60	40-60
No. 16	22-44	26-48	28-48
No. 30	15-35	18-38	18-38
No. 50	9-25	11-27	11-27
No. 100	6-18	6-18	6-18
No. 200	3-6	3-6	3-6
Voids in Mineral Aggregate (VMA)	14	15	16
Asphalt percent by total weight of mixture:			
Stone or gravel	4.5-7.0	5.0-7.5	5.5-8.0
Slag	5.0-7.5	6.5-9.5	7.0-10.5
Recommended Minimum Construction Lift Thickness	3 inches	2 inches	1-1/2-inch

[1]Gradation 3 is intended for leveling courses. FAA approval is required for use in other locations.

403-3.4 Reclaimed Asphalt Pavement (RAP).

RAP shall not be used.

403-3.5 Control strip. Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by Engineer. Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

Contractor will not be allowed to place the control strip until the Contractor Quality Control Program (CQCP), showing conformance with the requirements of Paragraph 403-5.1, has been accepted, in writing, by Engineer.

The control strip will consist of at least 250 tons or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with Paragraph 403-4.13 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four hours old or when the mat has cooled to less than 160 degrees F. The equipment used in construction of the control strip shall be the same type, configuration, and weight to be used on the Project.

The control strip shall be evaluated for acceptance as a single lot in accordance with the acceptance criteria in Paragraph 403-6.1 and 403-6.2. The control strip shall be divided into equal sublots. As a minimum, the control strip shall consist of three sublots.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in Paragraph 403-5.5a; and Mat density, air voids, and joint density meet the requirements specified in Paragraphs 403-6.2.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at Contractor's expense.

Payment will only be made for an acceptable control strip in accordance with Paragraph 403-8.1.

CONSTRUCTION METHODS

403-4.1 Weather limitations. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	Degrees F	Degrees C
3 inches or greater	40	4
Greater than 2 inches but less than 3 inches	45	7

403-4.2 Asphalt plant. Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items:

a. Inspection of plant. The RPR and Engineer, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

b. Storage bins and surge bins. The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than 12 hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

403-4.3 Aggregate stockpile management. Aggregate stockpiles shall be constructed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed, and batched separately at the concrete batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

403-4.4 Hauling equipment. Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated, and covers shall be securely fastened.

403-4.4.1 Material transfer vehicle (MTV). Material transfer Vehicles shall be required due to the improvement in smoothness and decrease in both physical and thermal segregation. To transfer the material from the hauling equipment to the paver, use a self-propelled, material transfer vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.

403-4.5 Asphalt pavers. Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in Paragraph 401-4.11.

403-4.6 Rollers. The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions, or other damage to the pavement surface. Rollers shall be in good condition, capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

403-4.6.1 Density device. Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. Contractor shall also supply a qualified technician during all paving operations to calibrate the density gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

403-4.7 Preparation of asphalt binder. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt material to the mixer at a uniform temperature. The temperature of the unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles but shall not exceed 325 degrees F when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350 degrees F when added to the aggregate.

403-4.8 Preparation of mineral aggregate. The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350 degrees F when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

403-4.9 Preparation of asphalt mixture. The aggregates and the asphalt binder shall be weighed or metered and introduced into the mixer in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95 percent of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5 percent.

403-4.10 Application of Prime and Tack Coat. Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A prime coat in accordance with Item P-602 shall be applied to the subgrade prior to placing the asphalt mixture.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

403-4.11 Laydown plan, transporting, placing, and finishing. Prior to the placement of the asphalt, Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the Work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR/Engineer that every lot of each lift meets the grade tolerances of Paragraph 401-6.2e before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR and Engineer. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 10 feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1-foot; however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the Contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed, and replaced at Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in Paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

403-4.12 Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking, or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at Contractor's expense. Skin patching shall not be allowed**.**

403-4.13 Joints. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four hours; the surface temperature has cooled to less than 175 degrees F; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the Project. An asphalt tack coat or other product approved by the RPR shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this cold joint work shall be considered incidental to the cost of the asphalt, except tack will be paid per Item-P603.

403-4.14 Saw-cut grooving. Saw-cut grooving is not required.

403-4.15 Diamond grinding. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet wide. The saw blades shall be 1/8-inch wide with a minimum of 55 to 60 blades per 12 inches of cutting head width; grooves between 0.090 and 0.130 inches wide; and peaks and ridges approximately 1/32-inch higher than the bottom of the grinding cut. The actual number of blades will be determined by Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that causes ravels, aggregate fractures, spalls, or disturbance to the pavement will not be permitted.

Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. Contractor shall apply a surface treatment per Item P-608 to all areas that have been subject to grinding.

403-4.16 Nighttime Paving Requirements. Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by Contractor and approved by the RPR prior to the start of any nighttime work. All Work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

403-5.1 General. Contractor shall develop a CQCP in accordance with Item C-100. No partial payment will be made for materials that are subject to specific QC requirements without an approved CQCP**.**

403-5.2 Contractor quality control (QC) facilities. Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect Contractor's QC facilities and witness QC activities. The RPR/Engineer will advise Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the Work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

403-5.3 Quality Control (QC) testing. Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

a. Asphalt content. A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with ASTM D5444 and ASTM C136, and ASTM C117.

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C566.

d. Moisture content of asphalt. The moisture content of the asphalt shall be determined once per lot in accordance with AASHTO T329 or ASTM D1461.

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the Job Site.

f. In-place density monitoring. Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. Smoothness for Contractor Quality Control.

Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than 1/4-inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by Contractor before construction continues

Contractor may use a 12-foot straightedge or a rolling inclinometer meeting the requirements of ASTM E2133. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer is used, the data may be evaluated using the FAA profile program, ProFAA, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the Plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements will be taken perpendicular to the pavement centerline each 50 feet or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests will be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the third points of paving lanes when widths of paving lanes are 20 ft or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4-inch shall be corrected with diamond grinding per Paragraph 403-4.15 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in Paragraph 401-6.1d(3) Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by Contractor.

h. Grade. Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to the placement of the first lift and then prior to and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and Plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the Plans by more than 1/2-inch vertically and 0.1 feet laterally. The documentation will be provided by Contractor to the RPR by the end of the following working day.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2-inch less than the thickness specified on the Plans. Grinding shall be in accordance with Paragraph 403-4.15.

Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus 1/2-inch and replacing with new material. Skin patching is not allowed.

403-5.4 Sampling. When directed by the RPR, Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced, or deficiencies corrected by Contractor. All sampling shall be in accordance with standard procedures specified.

403-5.5 Control charts. Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day shall be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the Project number, the Contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and Contractor's test results. Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If Contractor's projected data during production indicates a problem and Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the JMF target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits for Individual Measurements

Sieve	Action Limit	Suspension Limit
3/4-inch	±6%	±9%
1/2-inch	±6%	±9%
3/8-inch	±6%	±9%
No. 4	±6%	±9%
No. 16	±5%	±7.5%
No. 50	±3%	±4.5%
No. 200	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

Control Chart Limits Based on Range
(n = 2)

Sieve	Suspension Limit
1/2 inch (12.5 mm)	11%
3/8 inch (9.5 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (300 µm)	6%
No. 200 (75 µm)	3.5%
Asphalt Content	0.8%

c. Corrective action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

403-5.6 Quality control (QC) reports. Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with the CQCP described in Item C-100.

MATERIAL ACCEPTANCE

403-6.1. Quality Assurance Acceptance sampling and testing. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this Section will be performed by Engineer at no cost to Contractor except that coring as required in this Section shall be completed and paid for by Contractor.

a. Quality Assurance (QA) testing laboratory. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

b. Lot Size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a sublot basis.

(1) Sampling. Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the Job Site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

(2) Testing. Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6925.

d. In-place asphalt mat and joint density. Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

(1) Sampling. Contractor will cut minimum 5 inches diameter samples in accordance with ASTM D5361. Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

(2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

(3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the Plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4-inch less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by Contractor at his expense by removing the deficient area and replacing with new pavement. Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

(4) Mat density. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than 1-foot from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

(5) Joint density. One core centered over the longitudinal joint shall be taken for each sublot which contains a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

403-6.2 Acceptance criteria.

a. General. Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, and grade.

b. Air voids. Acceptance of each lot of plant produced material for air voids will be based upon the average air void from the sublots. If the average air voids of the lot are equal to or greater than 2 percent and equal to or less than 5 percent, then the lot will be acceptable. If the average is below 2 percent or greater than 5 percent, the lot shall be removed and replaced at Contractor's expense.

c. Mat density. Acceptance of each lot of plant produced material for mat density will be based on the average of all of the densities taken from the sublots. If the average mat density of the lot so established equals or exceeds 94 percent, the lot will be acceptable. If the average mat density of the lot is below 94 percent, the lot shall be removed and replaced at Contractor's expense.

d. Joint density. Acceptance of each lot of plant produced asphalt for joint density will be based on the average of all of the joint densities taken from the sublots. If the average joint density of the lot so established equals or exceeds 92 percent, the lot will be acceptable. If the average joint density of the lot is less than 92 percent, Contractor shall stop production and evaluate the method of compacting joints. Production may resume once the reason for poor compaction has been determined and appropriate measures have been taken to ensure proper compaction.

e. Grade. The final finished surface of the pavement of the completed Project shall be surveyed to verify that the grade elevations and cross-sections shown on the Plans do not deviate more than 1/2-inch vertically or 0.1 feet laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot longitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade below corresponding to concrete pavement joints planned above Item P-403.

The survey and documentation shall be stamped and signed by a Licensed Surveyor. Payment for sublots that do not meet grade for over 25 percent of the sublot shall not be more than 95 percent.

403-6.3 Resampling Pavement for Mat Density.

a. General. Resampling of a lot of pavement will only be allowed for mat density and then, only if Contractor requests same in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in Paragraphs 403-6.1. Only one resampling per lot will be permitted.

(1) A redefined mat density will be calculated for the resampled lot. The number of tests used to calculate the redefined mat density will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by Contractor.

b. Payment for resampled lots. The redefined mat density for a resampled lot will be used to evaluate the acceptance of that lot in accordance with Paragraph 403-6.2.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5 percent. Outliers will be discarded, and density determined using the remaining test values.

METHOD OF MEASUREMENT

403-7.1 Measurement. Plant mix asphalt mix pavement shall be measured by the number of tons of asphalt pavement used in the accepted Work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

403-8.1 Payment. Payment for a lot of asphalt mixture meeting all acceptance criteria as specified in Paragraph 403-6.2 shall be made at the contract unit price per ton asphalt. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-403-8.1	Asphalt Base Course, 10-inch thickness, 3-inch max lifts, complete, per ton.
Item P-403-8.2	Asphalt Base Course, 4-inch thickness, 2-inch max lifts, complete, per ton.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C183	Standard Practice for Sampling and the Amount of Testing of Hydraulic Cement
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Bituminous Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Bituminous Paving Mixtures
ASTM D1074	Standard Test Method for Compressive Strength of Bituminous Mixtures

ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4125	Standard Test Methods for Asphalt Content of Bituminous mixtures by the Nuclear Method
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5581	Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6 inch-Diameter Specimen)
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6307	Standard Test Method for Asphalt Content of Hot-Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder

ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)

Asphalt Institute (AI)

MS-2	Mix Design Manual, 7th Edition
MS-26	Asphalt Binder Handbook AI State Binder Specification Database

FAA Orders

5300.1	Modifications to Agency Airport Design, Construction, and Equipment Standards

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder program

Software

FAARFIELD

END OF ITEM P-403

Item P-501 Cement Concrete Pavement

DESCRIPTION

501-1.1 This Work shall consist of pavement composed of cement concrete with reinforcement constructed on a prepared underlying surface in accordance with these Specifications and shall conform to the lines, grades, thickness, and typical cross-sections shown on the Plans. The terms cement concrete, hydraulic cement concrete, and concrete are interchangeable in this Specification.

MATERIALS

501-2.1 Aggregates.

a. Reactivity. Fine and Coarse aggregates to be used in PCC on this project shall be tested and evaluated by Contractor for alkali-aggregate reactivity in accordance with both ASTM C1260 and C1567. Tests must be representative of aggregate sources which will be providing material for production. ASTM C1260 and C1567 tests may be run concurrently.

(1) Coarse aggregate and fine aggregate shall be tested separately in accordance with ASTM C1260: however, the length of test shall be extended to 28 days (30 days from casting). Tests must have been completed within 6 months of the date of the concrete mix submittal.

(2) The combined coarse and fine aggregate shall be tested in accordance with ASTM C1567, modified for combined aggregates, using the proposed mixture design proportions of aggregates, cementitious materials, and/or specific reactivity-reducing chemicals. If the expansion does not exceed 0.10 percent at 28 days, the proposed combined materials will be accepted. If the expansion is greater than 0.10 percent at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10 percent at 28 days, or new aggregates shall be evaluated and tested.

(3) If lithium nitrate is proposed for use with or without supplementary cementitious materials, the aggregates shall be tested in accordance with Corps of Engineers (COE) Concrete Research Division (CRD) C662 in lieu of ASTM C1567. If lithium nitrate admixture is used, it shall be nominal 30 percent ±0.5 percent weight lithium nitrate in water. If the expansion does not exceed 0.10 percent at 28 days, the proposed combined materials will be accepted. If the expansion is greater than 0.10 percent at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10 percent at 28 days, or new aggregates shall be evaluated and tested.

b. Fine aggregate. Grading of the fine aggregate, as delivered to the mixer, shall conform to the requirements of ASTM C33 and the parameters identified in the fine aggregate material requirements below. Fine aggregate material requirements and deleterious limits are shown in the following table:

Fine Aggregate Material Requirements

Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Sand Equivalent	45 minimum	ASTM D2419
Fineness Modulus (FM)	$2.50 \leq FM \leq 3.40$	ASTM C136
Limits for Deleterious Substances in Fine Aggregate for Concrete		
Clay lumps and friable particles	1.0% maximum	ASTM C142
Coal and lignite	0.5% using a medium with a density of Sp. Gr. of 2.0	ASTM C123
Total Deleterious Material	1.0% maximum	

c. Coarse aggregate. The maximum size coarse aggregate shall be 1-1/2 inches.

Aggregates delivered to the mixer shall be clean, hard, uncoated aggregates consisting of crushed stone, crushed or uncrushed gravel, air-cooled iron blast furnace slag, crushed recycled concrete pavement, or a combination. Aggregates shall have no known history of detrimental pavement staining. Steel blast furnace slag shall not be permitted. Coarse aggregate material requirements and deleterious limits are shown in the table below; washing may be required to meet aggregate requirements.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 for any size group coarser than 3/8 sieve[1]	ASTM D4791
Bulk density of slag [2]	Weigh not less than 70 pounds per cubic foot	ASTM C29
D-cracking (Freeze-Thaw)[3]	Durability factor ≥ 95	ASTM C666

[1] A flat particle is one having a ratio of width to thickness greater than five; an elongated particle is one having a ratio of length to width greater than five.

[2] Only required if slag is specified.

[3] Coarse aggregate may only be accepted from sources that have a 20-year service history for the same gradation to be supplied with no history of D-Cracking. Aggregates that do not have a 20-year record of service free from major repairs (less than 5 percent of slabs replaced) in similar conditions without D-cracking shall not be used unless the material currently being produced has a durability factor greater than or equal to 95 per ASTM C666. Contractor shall submit a current certification and test results to verify the aggregate acceptability. Test results will only be accepted from a State Department of Transportation (DOT) materials laboratory or an accredited laboratory. Certification and test results which are not dated, or which are over one year old, or which are for different gradations will not be accepted.

The amount of deleterious material in the coarse aggregate shall not exceed the following limits:

Limits for Deleterious Substances in Coarse Aggregate

Deleterious material	ASTM	Percentage by Mass
Clay Lumps and friable particles	ASTM C142	1.0
Material finer than No. 200 sieve (75 µm)	ASTM C117	1.0[1]
Lightweight particles	ASTM C123 using a medium with a density of Sp. Gr. of 2.0	0.5
Chert[2] (less than 2.40 Sp Gr.)	ASTM C123 using a medium with a density of Sp. Gr. of 2.40)	1.0[3]
Total of all deleterious Material		3.0[1]

[1] Limit for material finer than 75-µm is allowed to be increased to 1.5 percent for crushed aggregates consisting of dust of fracture that is essentially free from clay or shale. Test results supporting acceptance of increasing limit to 1.5% with statement indicating material is dust of fracture must be submitted with Concrete mix. Acceptable techniques to characterizing these fines include methylene blue adsorption or X-ray diffraction analysis. Total of all deleterious materials increases up to 3.5 percent.

[2] Chert and aggregates with less than 2.4 specific gravity.

[3] Limit for chert may be limited to 0.1 percent by mass in areas subject to severe freeze and thaw.

d. Combined aggregate gradation. This specification is targeted for a combined aggregate gradation developed following the guidance presented in United States Air Force Engineering Technical Letter (ETL) 97-5: Proportioning Concrete Mixtures with Graded Aggregates for Rigid Airfield Pavements. Base the aggregate grading upon a combination of all the aggregates (coarse and fine) to be used for the mixture proportioning. Three aggregate sizes may be required to achieve an optimized combined gradation that will produce a workable concrete mixture for its intended use. Use aggregate gradations that produce concrete mixtures with well-graded or optimized aggregate combinations. Contractor shall submit complete mixture information necessary to calculate the volumetric components of the mixture. Combined aggregate grading shall meet the following requirements:

(1) Materials selected and the proportions used shall be such that when the Coarseness Factor (CF) and the Workability Factor (WF) are plotted on a diagram as described in Paragraph 501-2.1d(4) below, the point thus determined shall fall within the parallelogram described therein.

(2) CF shall be determined from the following equation:

CF = (cumulative percent retained on the 3/8-inch sieve) (100) / (cumulative percent retained on the No. 8 sieve)

(3) WF is defined as the percent passing the No. 8 sieve based on the combined gradation. However, WF shall be adjusted, upwards only, by 2.5 percentage points for each 94 pounds of cementitious material per cubic meter yard greater than 564 pounds per cubic yard.

(4) A diagram shall be plotted using a rectangular scale with WF on the Y-axis with units from 20 (bottom) to 45 (top), and with CF on the X-axis with units from 80 (left side) to 30 (right side). On this diagram a parallelogram shall be plotted with corners at the following coordinates (CF-75, WF-28), (CF-75, WF-40), (CF-45, WF-32.5), and (CF-45, WF-44.5). If the point determined by the intersection of the computed CF and WF does not fall within the above parallelogram, the grading of each size of aggregate used and the proportions selected shall be changed, as necessary. The point determined by the plotting of the CF and WF may be adjusted during production ±3 WF and ±5 CF. Adjustments to gradation may not take the point outside of the parallelogram.

e. Contractors combined aggregate gradation. Contractor shall submit their combined aggregate gradation using the following format:

Contractor's Combined Aggregate Gradation

Sieve Size	Contractor's Concrete mix Gradation (Percent passing by weight)
2 inches	*
1-1/2 inch	*
1 inch	*
3/4 inch	*
1/2 inch	*
3/8 inch	*
No. 4	*
No. 8	*
No. 16	*
No. 30	*
No. 50	*
No. 100	*

501-2.2 Cement. Cement shall conform to requirements of ASTM C150 Type II.

501-2.3 Cementitious materials.

a. Fly ash. Fly ash shall meet requirements of ASTM C618, with the exception of loss of ignition, where maximum shall be less than 6 percent. Fly ash shall have a Calcium Oxide (CaO) content of less than 15 percent and total alkali content less than 3 percent per ASTM C311. Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in concrete mix and furnish each additional report as they become available during the project. Reports can be used for acceptance or the material may be tested independently by Resident Project Representative (RPR).

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or 120. Slag cement shall be used only at a 25 to 55 percent rate of total cementitious material by mass.

c. Raw or calcined natural pozzolan. Natural pozzolan shall be raw or calcined and conform to ASTM C618, Class N, including the optional requirements for uniformity and effectiveness in controlling Alkali-Silica reaction and shall have a loss on ignition not exceeding 6 percent. Class N pozzolan for use in mitigating Alkali-Silica Reactivity shall have a total available alkali content less than 3 percent.

d. Ultrafine fly ash and ultrafine pozzolan. UltraFine Fly Ash (UFFA) and UltraFine Pozzolan (UFP) shall conform to ASTM C618, Class F or N, and the following additional requirements:

(1) Strength activity index at 28 days of age shall be at least 95 percent of the control specimens.

(2) Average particle size shall not exceed 6 microns.

501-2.4 Joint seal. Joint seal for the joints in the concrete pavement shall meet requirements of Item P-605 and shall be of the type specified in the plans.

501-2.5 Isolation joint filler. Premolded joint filler for isolation joints shall conform to the requirements of ASTM D1751 or D1752 and shall be where shown on the Plans. Filler for each joint shall be furnished in a single piece for the full depth and width required for the joint, unless otherwise specified by RPR. When the use of more than one piece is required for a joint, the abutting ends shall be fastened securely and held accurately to shape by stapling or other positive fastening means satisfactory to RPR.

501-2.6 Steel reinforcement. Reinforcing shall consist of deformed carbon-steel bars conforming to requirements of ASTM 615 Grade 60.

501-2.7 Dowel and tie bars. Dowel bars shall be plain steel bars conforming to ASTM A615 and free from burring or other deformation restricting slippage in the concrete.

a. Dowel Bars. Before delivery to construction site, each dowel bar shall be epoxy coated per ASTM A1078, Type 1, with a coating thickness after curing greater than 10 mils. Patched ends are not required for Type 1 coated dowels. Dowels shall be coated with a bond-breaker recommended by the manufacturer. Dowel sleeves or inserts are not permitted. Grout retention rings shall be fully circular metal or plastic devices capable of supporting the dowel until the grout hardens.

b. Tie Bars. Tie bars shall be deformed steel bars and conform to requirements of ASTM A615. Tie bars designated as Grade 60 in ASTM A615 or A706 shall be used for construction requiring bent bars.

501-2.8 Water. Water used in mixing or curing shall be potable. If water is taken from other sources considered non-potable, it shall meet requirements of ASTM C1602.

501-2.9 Material for curing concrete. Curing materials shall conform to one of the following specifications:

a. Liquid membrane-forming compounds for curing concrete shall conform to requirements of ASTM C309, Type 2, Class A, or Class B.

b. White polyethylene film for curing concrete shall conform to the requirements of ASTM C171.

c. White burlap-polyethylene sheeting for curing concrete shall conform to requirements of ASTM C171.

d. Waterproof paper for curing concrete shall conform to requirements of ASTM C171.

501-2.10 Admixtures. Admixtures shall conform to the following specifications:

a. Air-entraining admixtures. Air-entraining admixtures shall meet requirements of ASTM C260 and consistently entrain the air content in the specified ranges under field conditions. Air-entraining agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet requirements of ASTM C494, Type A, B, or D.

c. Other admixtures. Using set-retarding and -accelerating admixtures shall be approved by RPR prior to developing the concrete mix. Retarding admixtures shall meet requirements of ASTM C494, Type A, B, or D and set-accelerating admixtures shall meet requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

d. Lithium Nitrate. Lithium admixture shall be a nominal 30 percent aqueous solution of Lithium Nitrate, with a density of 10 pounds/gallon, and have the approximate chemical form as shown here:

Lithium Admixture

Constituent	Limit (Percent by Mass)
LiNO3 (Lithium Nitrate)	30 ±0.5
SO4 (Sulfate Ion)	0.1 (max)
Cl (Chloride Ion)	0.2 (max)
Na (Sodium Ion)	0.1 (max)
K (Potassium Ion)	0.1 (max)

Lithium nitrate admixture dispensing and mixing operations shall be verified and certified by the lithium manufacturer’s representative.

501-2.11 Epoxy-resin. All epoxy-resin materials shall be two-component materials conforming to requirements of ASTM C881, Class as appropriate for each application temperature to be encountered, except that in addition, materials shall meet the following requirements:

a. Material for use for embedding dowels and anchor bolts shall be Type IV, Grade 3.

b. Material for use as patching materials for complete filling of spalls and other voids and for use in preparing epoxy resin mortar shall be Type III, Grade as approved.

c. Material for use for injecting cracks shall be Type IV, Grade 1.

d. Material for bonding freshly mixed Portland cement concrete or mortar or freshly mixed epoxy resin concrete or mortar to hardened concrete shall be Type V, Grade as approved.

501-2.12 Bond Breaker. Fabric shall meet the requirements of AASHTO M288 Class 1 woven fabric with elongation less than 50 percent at the specified strengths. A Certification of Compliance (COC) shall be provided by the Fabric Manufacturer that the material may be used as a bond breaker.

CONCRETE MIX

501-3.1. General. No concrete shall be placed until an acceptable concrete mix has been submitted to RPR for review and RPR has taken appropriate action. RPR review shall not relieve Contractor of the responsibility to select and proportion the materials to comply with this Section.

501-3.2 Concrete Mix Laboratory. Laboratory used to develop concrete mix shall be accredited in accordance with ASTM C1077. Laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for developing the concrete mix must be included in the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to RPR prior to start of construction.

501-3.3 Concrete Mix Proportions. Develop mix using the procedures contained in Portland Cement Association (PCA) publication, "Design and Control of Concrete Mixtures." Concrete shall be proportioned to achieve a 28-day flexural strength that meets or exceeds acceptance criteria contained in Paragraph 501-6.6 for a flexural strength of 650 psi per ASTM C78.

Minimum cementitious material shall be adequate to ensure a workable, durable mix. Minimum cementitious material (cement plus fly ash, or slag cement) shall be 470 pounds per cubic yard. Ratio of water to cementitious material, including free surface moisture on the aggregates but not including moisture absorbed by aggregates, shall be 0.38-0.45 by weight.

Flexural strength test specimens shall be prepared in accordance with ASTM C192 and tested in accordance with ASTM C78. At the start of the project, Contractor shall determine an allowable slump as determined by ASTM C143 not to exceed 2 inches for slip-form placement. For fixed-form placement, the slump shall not exceed 3 inches. For hand placement, the slump shall not exceed 4 inches.

Results of the concrete mix shall include a statement giving the maximum nominal coarse aggregate size and the weights and volumes of each ingredient proportioned on a 1 cubic yard basis. Aggregate quantities shall be based on the mass in a saturated surface dry condition.

If a change in source(s) is made, or admixtures added or deleted from the mix, a new concrete mix must be submitted to RPR for approval.

RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable Specifications.

501-3.4 Concrete Mix submittal. Concrete mix shall be submitted to RPR at least 30 days prior to the start of operations. Submitted concrete mix shall not be more than 180 days old and must use the materials to be used for production for the project. Production shall not begin until the concrete mix is approved in writing by RPR.

Each of submitted concrete mix (i.e, slip form, side form machine finish and side form hand finish) shall be stamped or sealed by the responsible Professional Engineer of the laboratory and shall include the following items and quantities as a minimum:

- Certified material test reports for aggregate in accordance with Paragraph 501-2.1. Certified reports must include all tests required; reporting each test, test method, test result, and requirement specified (criteria).
- Combined aggregate gradations and analysis, including plots of fine aggregate fineness modulus.
- Reactivity Test Results.
- Coarse aggregate quality test results, including deleterious materials.
- Fine aggregate quality test results, including deleterious materials.
- Mill certificates for cement and supplemental cementitious materials.
- Certified test results for all admixtures, including Lithium Nitrate if applicable.
- Specified flexural strength, slump, and air content.
- Recommended proportions/volumes for proposed mixture and trial water-cementitious materials ratio, including actual slump and air content.
- Flexural and compressive strength summaries and plots, including all individual beam and cylinder breaks.
- Correlation ratios for acceptance testing and Contractor QC testing, when applicable.
- Historical record of test results documenting production standard deviation, when applicable.

501-3.5 Cementitious materials.

a. Fly ash. When fly ash is used as a partial replacement for cement, replacement rate shall be determined from laboratory trial mixes and be 20 to 30 percent by weight of the total cementitious material. If fly ash is used in conjunction with slag cement the maximum replacement rate shall not exceed 10 percent by weight of total cementitious material.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement may be used. Slag cement, or slag cement plus fly ash if both are used, may constitute 25 to 55 percent of total cementitious material by weight.

c. Raw or calcined natural pozzolan. Natural pozzolan may be used in concrete mix. When pozzolan is used as a partial replacement for cement, replacement rate shall be determined from laboratory trial mixes and shall be 20 to 30 percent by weight of the total cementitious material. If pozzolan is used in conjunction with slag cement the maximum replacement rate shall not exceed 10 percent by weight of total cementitious material.

d. Ultrafine fly ash (UFFA) and ultrafine pozzolan (UFP). UFFA and UFP may be used in the concrete mix with RPR's approval. When UFFA and UFP is used as a partial replacement for cement, replacement rate shall be determined from laboratory trial mixes and be 7 to 16 percent by weight of total cementitious material.

501-3.6 Admixtures.

a. Air-entraining admixtures. Air-entraining admixture are to be added in such a manner that will ensure uniform distribution of the agent throughout the batch. Air content of freshly mixed air-entrained concrete shall be based upon trial mixes with the materials to be used in the work adjusted to produce concrete of the required plasticity and workability. Percentage of air in the mix shall be 4.5. Air content shall be determined by testing in accordance with ASTM C231 for gravel and stone coarse aggregate and ASTM C173 for slag and other highly porous coarse aggregate.

b. Water-reducing admixtures. Water-reducing admixtures shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the Specification requirements. Tests shall be conducted with the materials to be used in the work, in accordance with ASTM C494.

c. Other admixtures. Set controlling and other approved admixtures shall be added to the mix as recommended by manufacturer and amount necessary to comply with Specification requirements. Tests shall be conducted with the materials to be used in the Work, in accordance with ASTM C494.

d. Lithium nitrate. Lithium nitrate shall be added to the mix as recommended by manufacturer and in amount necessary to comply with Specification requirements in accordance with Paragraph 501-2.10d.

CONSTRUCTION METHODS

501-4.1 Control Strip. Control strip(s) shall be to the next planned joint after the initial 250 feet of each type of pavement construction (slip-form pilot lane, slip-form fill-in lane, or fixed form). Contractor shall demonstrate, in RPR presence, that materials, concrete mix, equipment, construction processes, and quality control processes meet specification requirements. Concrete mixture shall be extruded from paver meeting edge slump tolerance and with little or no finishing. Pilot, fill-in, and fixed-form control strips will be accepted separately. Minor adjustments to the mix design may be required to place an acceptable control strip. Production mix will be the adjusted mix design used to place the acceptable control strip. Upon acceptance of control strip by RPR, Contractor must use the same equipment, materials, and construction methods for the remainder of concrete paving. Any adjustments to processes or materials must be approved in advance by RPR. Acceptable control strip shall be paid for in accordance with Paragraph 501-6.6.

501-4.2 Equipment. Contractor is responsible for the proper operation and maintenance of all equipment necessary for handling materials and performing all parts of the Work to meet this Specification.

a. Plant and equipment. Plant and mixing equipment shall conform to the requirements of ASTM C94/C685. Each truck mixer shall have attached in a prominent place a manufacturer’s nameplate showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades. Truck mixers shall be examined daily for changes in condition due to accumulation of hard concrete or mortar or wear of blades. Pickup and throwover blades shall be replaced when they have worn down 3/4-inch or more. Contractor shall have a copy of manufacturer’s design on hand showing dimensions and arrangement of blades in reference to original height and depth.

Equipment for transferring and spreading concrete from the transporting equipment to the paving lane in front of the finishing equipment shall be provided. Equipment shall be specially manufactured, self-propelled transfer equipment which will accept the concrete outside the paving lane and will spread it evenly across the paving lane in front of the paver and strike off the surface evenly to a depth which permits the paver to operate efficiently.

b. Finishing equipment.

(1) Slip-form. Standard method of constructing concrete pavements shall be with an approved slip-form paving equipment designed and operated to spread, consolidate, screed, and finish the freshly placed concrete in one complete pass of the machine so end result is a dense and homogeneous pavement which is achieved with a minimum of hand finishing. Paver-finisher shall be a heavy duty, self-propelled machine designed specifically for paving and finishing high quality concrete pavements.

(2) Fixed-form. On projects requiring less than 10,000 cubic yards of concrete pavement or irregular areas at locations inaccessible to slip-form paving equipment, concrete pavement may be placed with equipment specifically designed for placement and finishing using stationary side forms. Methods and equipment shall be reviewed and accepted by RPR. Hand screeding and float finishing may only be used on small irregular areas as allowed by RPR.

c. Vibrators. Vibrator shall be the internal type. Rate of vibration of each vibrating unit shall be sufficient to consolidate the pavement without segregation or voids. Number, spacing, and frequency shall be as necessary to provide a dense and homogeneous pavement and meet the recommendations of American Concrete Institute (ACI) 309R, Guide for Consolidation of Concrete. Adequate power to operate all vibrators shall be available on the paver. Vibrators shall be automatically controlled so they shall be stopped as forward motion ceases. Contractor shall provide an electronic or mechanical means to monitor vibrator status. Checks on vibrator status shall occur a minimum of two times per day or as RPR requests.

Handheld vibrators may only be used in irregular areas and shall meet the recommendations of ACI 309R, Guide for Consolidation of Concrete.

d. Concrete saws. Contractor shall provide sawing equipment adequate in number of units and power to complete the sawing to the required dimensions. Contractor shall provide at least one standby saw in good working order and a supply of saw blades at the site of the work at all times during sawing operations.

e. Fixed forms. Straight side fixed forms shall be made of steel and shall be furnished in Sections not less than 10 feet in length. Forms shall be provided with adequate devices for secure settings so that when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms with battered top surfaces and bent, twisted or broken forms shall not be used. Built-up forms shall not be used, except as approved by RPR. Top face of the form shall not vary from a true plane more than 1/8-inch in 10 feet, and the upstanding leg shall not vary more than 1/4-inch. Forms shall contain provisions for locking the ends of abutting sections together tightly for secure setting. Wood forms may be used under special conditions, when approved by RPR. Forms shall extend the full depth of the pavement section.

501-4.3 Form setting. Forms shall be set to line and grade as shown on the plans, sufficiently in advance of the concrete placement, to ensure continuous paving operation. Forms shall be set to withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms shall be cleaned and oiled prior to the concrete placement.

501-4.4 Base surface preparation prior to placement. Any damage to the prepared base, subbase, and subgrade shall be corrected full depth by Contractor prior to concrete placement. Underlying surface shall be entirely free of frost when concrete is placed. Prepared grade shall be moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from concrete. Bond breaker shall be applied in accordance with 501-2.12.

501-4.5 Handling, measuring, and batching material. Aggregate stockpiles shall be constructed and managed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed, and batched separately at concrete batch plant. Aggregates that become segregated or mixed with earth or foreign material shall not be used. All aggregates produced or handled by hydraulic methods, and washed aggregates, shall be stockpiled or binned for draining at least 12 hours before batching. Store and maintain all aggregates at a uniform moisture content prior to use. A continuous supply of materials shall be provided to work to ensure continuous placement.

501-4.6 Mixing concrete. Concrete may be mixed at the work site, in a central mix plant or in truck mixers. Mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials are placed into the drum until the drum is emptied into the truck. All concrete shall be mixed and delivered to the site in accordance with the requirements of ASTM C94 or C685.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or non-agitating trucks. The elapsed time from the addition of cementitious material to the mix until the concrete is discharged from the truck should not exceed 30 minutes when the concrete is hauled in non-agitating trucks, nor 90 minutes when the concrete is hauled in truck mixers or truck agitators. In no case shall the temperature of the concrete when placed exceed 90 degrees F. Retempering concrete by adding water or by other means will not be permitted. With transit mixers additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements provided the addition of water is performed within 45 minutes after the initial mixing operations and provided the water/cementitious ratio specified is not exceeded.

501-4.7 Weather Limitations on mixing and placing. No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

a. Cold weather. Unless authorized in writing by RPR, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40 degrees F and not resume until an ascending air temperature in the shade and away from artificial heat reaches 35 degrees F.

Aggregate shall be free of ice, snow, and frozen lumps before entering the mixer. Temperature of the mixed concrete shall not be less than 50 degrees F at the time of placement. Concrete shall not be placed on frozen material nor shall frozen aggregates be used in the concrete.

When concreting is authorized during cold weather, water/aggregates may be heated to not more than 150 degrees F. Apparatus used shall heat the mass uniformly and shall be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the materials.

Curing during cold weather shall be in accordance with Paragraph 501-4.13d.

b. Hot weather. During periods of hot weather when the maximum daily air temperature exceeds 85 degrees F, the following precautions shall be taken:

Forms/underlying surface shall be sprinkled with water immediately before placing the concrete. Concrete shall be placed at the coolest temperature practicable, and in no case shall the temperature of concrete when placed exceed 90 degrees F. Aggregates/mixing water shall be cooled as necessary to maintain the concrete temperature at or not more than the specified maximum.

Concrete placement shall be protected from exceeding an evaporation rate of 0.2 psf per hour. When conditions are such that problems with plastic cracking can be expected, and particularly if any plastic cracking begins to occur, Contractor shall immediately take such additional measures as necessary to protect the concrete surface. If Contractor’s measures are not effective in preventing plastic cracking, paving operations shall be immediately stopped.

Curing during hot weather shall be in accordance with Paragraph 501-4.13e.

c. Temperature management program. Prior to the start of paving operation for each day of paving, Contractor shall provide RPR with a Temperature Management Program for concrete to be placed to assure that uncontrolled cracking is avoided. (Federal Highway Administration HIPERPAV 3 is one example of a temperature management program.) As a minimum, the program shall address the following items:

(1) Anticipated tensile strains in fresh concrete as related to heating and cooling concrete material.

(2) Anticipated weather conditions (ambient temperatures, wind velocity, relative humidity, etc.) and anticipated evaporation rate using Figure 19-9, PCA, Design and Control of Concrete Mixtures.

(3) Anticipated timing of initial sawing of joint.

(4) Anticipated number and type of saws to be used.

d. Rain. Contractor shall have available materials for the protection of the concrete during inclement weather. Such protective materials shall consist of rolled polyethylene sheeting at least 4 mils thick of sufficient length and width to cover the plastic concrete slab and any edges. Sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel shall begin covering the surface of the unhardened concrete with the protective covering.

501-4.8 Concrete Placement. At any point in concrete conveyance, the free vertical drop of the concrete from one point to another or to the underlying surface shall not exceed 3 feet. Finished concrete product must be dense and homogeneous, without segregation and conforming to the standards in this Specification. Backhoes and grading equipment shall not be used to distribute the concrete in front of the paver. Front end loaders will not be used. All concrete shall be consolidated without voids or segregation, including under and around all load-transfer devices, joint assembly units, and other features embedded in the pavement. Hauling equipment or other mechanical equipment can be permitted on adjoining previously constructed pavement when concrete strength reaches a flexural strength of 550 psi, based on the average of four field cured specimens per 2,000 cubic yards of concrete placed. Contractor must determine that minimum strengths are adequate to protection the pavement from overloads due to the construction equipment proposed for the project.

Contractor shall have available materials for the protection of the concrete during cold, hot, and/or inclement weather in accordance with Paragraph 501-4.7.

a. Slip-form construction. Concrete shall be distributed uniformly into final position by a self-propelled slip-form paver without delay. Alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose. Paver shall vibrate the concrete for the full width and depth of the strip of pavement being placed and the vibration shall be adequate to provide a consistency of concrete that will stand normal to the surface with sharp well-defined edges. Sliding forms shall be rigidly held together laterally to prevent spreading of forms. Plastic concrete shall be effectively consolidated by internal vibration with transverse vibrating units for the full width of the pavement and/or a series of equally placed longitudinal vibrating units. Space from the outer edge of the pavement to longitudinal unit shall not exceed 9 inches for slipform and at the end of the dowels for the fill-in lanes. Spacing of internal units shall be uniform and shall not exceed 18 inches.

“Internal vibration” means vibrating units located within the specified thickness of pavement section.

Rate of vibration of each vibrating unit shall be sufficient to consolidate pavement without segregation, voids, or vibrator trails and the amplitude of vibration shall be sufficient to be perceptible on the surface of the concrete along the entire length of the vibrating unit and for a distance of at least 1-foot. Frequency of vibration or amplitude should be adjusted proportionately with the rate of travel to result in a uniform density and air content. Paving machine shall be equipped with a tachometer or other suitable device for measuring and indicating the actual frequency of vibrations.

Concrete shall be held at a uniform consistency. Slip-form paver shall be operated with as nearly a continuous forward movement as possible and all operations of mixing, delivering, and spreading concrete shall be coordinated to provide uniform progress with stopping and starting of the paver held to a minimum. If for any reason, it is necessary to stop the forward movement of the paver, the vibratory and tamping elements shall also be stopped immediately. No tractive force shall be applied to the machine, except that controlled from the machine.

When concrete is placed adjacent to an existing pavement, that part of the equipment which is supported on the existing pavement shall be equipped with protective pads on crawler tracks or rubber-tired wheels on which the bearing surface is offset to run a sufficient distance from edge of pavement to avoid breaking the pavement edge.

Not more than 15 percent of the total free edge of each 500-foot segment of pavement, or fraction thereof, shall have an edge slump exceeding 1/4-inch, and none of the free edge of the pavement shall have an edge slump exceeding 3/8-inch. (Total free edge of 500 feet of pavement will be considered the cumulative total linear measurement of pavement edge originally constructed as nonadjacent to any existing pavement; that is, 500 feet of paving lane originally constructed as a separate lane will have 1,000 feet of free edge, 500 feet of fill-in lane will have no free edge, etc.). The area affected by the downward movement of the concrete along the pavement edge shall be limited to not more than 18 inches from the edge.

When excessive edge slump cannot be corrected before the concrete has hardened, the area with excessive edge slump will be removed the full width of the slip form lane and replaced at the expense of Contractor as directed by RPR.

b. Fixed-form construction. Forms shall be drilled in advance of being placed to line and grade to accommodate tie bars/dowel bars where these are specified.

Immediately in advance of placing concrete and after all subbase operations are completed, side forms shall be trued and maintained to required line and grade for a distance sufficient to prevent delay in placing.

Side forms shall remain in place at least 12 hours after the concrete has been placed, and in all cases until the edge of the pavement no longer requires the protection of the forms. Curing compound shall be applied to the concrete immediately after the forms have been removed.

Side forms shall be thoroughly cleaned and coated with a release agent each time they are used and before concrete is placed against them.

Concrete shall be spread, screed, shaped and consolidated by one or more self-propelled machines. These machines shall uniformly distribute and consolidate concrete without segregation so that the completed pavement will conform to the required cross-section with a minimum of handwork.

Number and capacity of machines furnished shall be adequate to perform the work required at a rate equal to that of concrete delivery. Equipment must be specifically designed for placement and finishing using stationary side forms. Methods and equipment shall be reviewed and accepted by RPR.

Concrete for the full paving width shall be effectively consolidated by internal vibrators. Rate of vibration of each vibrating unit shall be sufficient to consolidate the pavement without segregation, voids, or leaving vibrator trails.

Power to vibrators shall be connected so that vibration ceases when forward or backward motion of the machine is stopped.

c. Consolidation. Concrete shall be consolidated with the specified type of lane-spanning, gang-mounted, mechanical, immersion type vibrating equipment mounted in front of the paver, supplemented, in rare instances as specified, by hand-operated vibrators. The vibrators shall be inserted into the concrete to a depth that will provide the best full-depth consolidation but not closer to the underlying material than 2 inches. Vibrators shall not be used to transport or spread the concrete. For each paving train, at least one additional vibrator spud, or sufficient parts for rapid replacement and repair of vibrators shall be maintained at the paving site at all times. Any evidence of inadequate consolidation (honeycomb along the edges, large air pockets, or any other evidence) or over-consolidation (vibrator trails, segregation, or any other evidence) shall require the immediate stopping of the paving operation and adjustment of the equipment or procedures as approved by RPR.

If a lack of consolidation of the hardened concrete is suspected by RPR, referee testing may be required. Referee testing of hardened concrete will be performed by RPR by cutting cores from the finished pavement after a minimum of 24 hours curing. RPR shall visually examine the cores for evidence of lack of consolidation. Density determinations will be made by RPR based on the water content of the core as taken. ASTM C642 shall be used for the determination of core density in the saturated-surface dry condition. When required, referee cores will be taken at the minimum rate of one for each 500 cubic yards of pavement, or fraction. Contractor shall be responsible for all referee testing cost if they fail to meet the required density.

The average density of the cores shall be at least 97 percent of the original concrete mix density, with no cores having a density of less than 96 percent of the original concrete mix density. Failure to meet the referee tests will be considered evidence that the minimum requirements for vibration are inadequate for the job conditions. Additional vibrating units or other means of increasing the effect of vibration shall be employed so that the density of the hardened concrete conforms to the above requirements.

501-4.9 Strike-off of concrete and placement of reinforcement. Following the placing of the concrete, it shall be struck off to conform to the cross-section shown on the plans and to an elevation that when the concrete is properly consolidated and finished, the surface of the pavement shall be at the elevation shown on the Plans. When reinforced concrete pavement is placed in two layers, the bottom layer shall be struck off to such length and depth that the sheet of reinforcing steel fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. Reinforcement shall then be placed directly upon the concrete, after which the top layer of the concrete shall be placed, struck off, and screed. If any portion of the bottom layer of concrete has been placed more than 30 minutes without being covered with the top layer or if initial set has taken place, it shall be removed and replaced with freshly mixed concrete at Contractor’s expense. When reinforced concrete is placed in one layer, the reinforcement may be positioned in advance of concrete placement, or it may be placed in plastic concrete by mechanical or vibratory means after spreading.

Reinforcing steel, at the time concrete is placed, shall be free of mud, oil, or other organic matter that may adversely affect or reduce bond. Reinforcing steel with rust, mill scale or a combination of both will be considered satisfactory, provided the minimum dimensions, weight, and tensile properties of a hand wire-brushed test specimen are not less than the applicable ASTM specification requirements.

501-4.10 Joints. Joints shall be constructed as shown on the Plans and in accordance with these requirements. All joints shall be constructed with their faces perpendicular to the surface of the pavement and finished or edged as shown on the plans. Joints shall not vary more than 1/2-inch from their designated position and shall be true to line with not more than ¼ inch variation in 10 feet. Surface across the joints shall be tested with a 12-foot straightedge as the joints are finished and any irregularities in excess of 1/4-inch shall be corrected before the concrete has hardened. All joints shall be so prepared, finished, or cut to provide a groove of uniform width and depth as shown on the Plans.

a. Construction. Longitudinal construction joints shall be slip-formed or formed against side forms as shown in the Plans.

Transverse construction joints shall be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30 minutes, or it appears that the concrete will obtain its initial set before fresh concrete arrives. Installation of the joint shall be located at a planned contraction or expansion joint. If placing of the concrete is stopped, Contractor shall remove the excess concrete back to the previous planned joint.

b. Contraction. Contraction joints shall be installed at the locations and spacing as shown on the Plans. Contraction joints shall be installed to the dimensions required by forming a groove or cleft in the top of the slab while the concrete is still plastic or by sawing a groove into the concrete surface after the concrete has hardened. When the groove is formed in plastic concrete the sides of the grooves shall be finished even and smooth with an edging tool. If an insert material is used, the installation and edge finish shall be according to the manufacturer's instructions. Groove shall be finished or cut clean so that spalling will be avoided at intersections with other joints. Grooving or sawing shall produce a slot at least 1/8-inch-wide and to the depth shown on the Plans.

c. Isolation (expansion). Isolation joints shall be installed as shown on the plans. Premolded filler of the thickness as shown on the plans, shall extend for the full depth and width of the slab at the joint. Filler shall be fastened uniformly along the hardened joint face with no buckling or debris between the filler and the concrete interface, including a temporary filler for the sealant reservoir at the top of the slab. Edges of the joint shall be finished and tooled while the concrete is still plastic.

d. Dowels and Tie Bars for Joints

(1) Tie bars. Tie bars shall consist of deformed bars installed in joints as shown on the plans. Tie bars shall be placed at right angles to the centerline of the concrete slab and shall be spaced at intervals shown on the Plans. They shall be held in position parallel to the pavement surface and in the middle of the slab depth and within the tolerances in Paragraph 501-4.10(f.). When tie bars extend into an unpaved lane, they may be bent against the form at longitudinal construction joints, unless threaded bolt or other assembled tie bars are specified. Tie bars shall not be painted, greased, or enclosed in sleeves. When slip-form operations call for tie bars, two-piece hook bolts can be installed.

(2) Dowel bars. Dowel bars shall be placed across joints in the proper horizontal and vertical alignment as shown on the Plans. Dowels shall be coated with a bond-breaker or other lubricant recommended by the manufacturer and approved by RPR. Dowels bars at longitudinal construction joints shall be bonded in drilled holes.

(3) Placing dowels and tie bars. Horizontal spacing of dowels shall be within a tolerance of ±3/4-inch. Vertical location on the face of the slab shall be within a tolerance of ±1/2-inch. Method used to install dowels shall ensure that the horizontal and vertical alignment will not be greater than 1/4-inch per feet, except for those across the crown or other grade change joints. Dowels across crowns and other joints at grade changes shall be measured to a level surface. Horizontal alignment shall be checked perpendicular to the joint edge. Portion of each dowel intended to move within the concrete or expansion cap shall be wiped clean and coated with a thin, even film of lubricating oil or light grease before the concrete is placed. Dowels shall be installed as specified in the following subparagraphs.

(a) Contraction joints. Dowels and tie bars in longitudinal and transverse contraction joints within the paving lane shall be held securely in place by means of rigid metal frames or basket assemblies of an approved type. Basket assemblies shall be held securely in the proper location by means of suitable pins or anchors. Do not cut or crimp the dowel basket tie wires.

At Contractor option, dowels and tie bars in contraction joints may be installed by insertion into the plastic concrete using approved equipment and procedures per the paver manufacturer's design. Approval of installation methods will be based on the results of the control strip showing that the dowels and tie bars are installed within specified tolerances as verified by cores or non-destructive rebar location devices approved by RPR.

(b) Construction joints. Install dowels and tie bars by cast-in-place or drill-and-dowel method. Installation by removing and replacing in preformed holes will not be permitted. Dowels and tie bars shall be prepared and placed across joints where indicated, correctly aligned, and securely held in the proper horizontal and vertical position during placing and finishing operations, by means of devices fastened to the forms.

(c) Joints in hardened concrete. Install dowels in hardened concrete by bonding dowels into holes drilled into the concrete. Concrete shall have cured for seven days or reached a minimum flexural strength of 450 psi before drilling begins. Holes 1/8-inch greater in diameter than the dowels shall be drilled into the hardened concrete using rotary-core drills. Rotary-percussion drills may be used, provided that excessive spalling does not occur. Spalling beyond the limits of the grout retention ring will require modification of the equipment and operation. Depth of dowel hole shall be within a tolerance of ±1/2-inch of the dimension shown on the drawings. On completion of the drilling operation, the dowel hole shall be blown out with oil-free, compressed air. Dowels shall be bonded in the drilled holes using epoxy resin. Epoxy resin shall be injected at the back of the hole before installing the dowel and extruded to the collar during insertion of the dowel to completely fill the void around the dowel. Application by buttering the dowel will not be permitted. Dowels shall be held in alignment at the collar of the hole by means of a suitable metal or plastic grout retention ring fitted around the dowel.

e. Sawing of joints. Sawing shall commence, without regard to day or night, as soon as concrete hardens sufficiently to permit cutting without chipping, spalling, or tearing and before uncontrolled shrinkage cracking of pavement occurs and shall continue without interruption until all joints are sawn. All slurry and debris produced in the sawing of joints shall be removed by vacuuming and washing. Curing compound or system shall be reapplied in the initial saw-cut and maintained for the remaining cure period.

Joints shall be cut in locations as shown on the plans. Initial joint cut shall be a minimum 1/8-inch-wide and to the depth shown on the Plans. Prior to placement of joint sealant or seals, the top of the joint shall be widened by sawing as shown on the Plans.

501-4.11 Finishing. Finishing operations shall be a continuing part of placing operations starting immediately behind the strike-off of the paver. Initial finishing shall be provided by the transverse screed or extrusion plate. Sequence of operations shall be transverse finishing, longitudinal machine floating if used, straightedge finishing, edging of joints, and then texturing. Finishing shall be by the machine method. Hand method shall be used only on isolated areas of odd slab widths or shapes and in the event of a breakdown of the mechanical finishing equipment. Supplemental hand finishing for machine-finished pavement shall be kept to an absolute minimum. Any machine finishing operation which requires appreciable hand finishing, other than a moderate amount of straightedge finishing, shall be immediately stopped and proper adjustments made or the equipment replaced. Equipment, mixture, and/or procedures which produce more than 1/4-inch of mortar-rich surface shall be immediately modified as necessary to eliminate this condition or operations shall cease. Compensation shall be made for surging behind the screeds or extrusion plate and settlement during hardening and care shall be taken to ensure that paving and finishing machines are properly adjusted so that the finished surface of the concrete (not just cutting edges of screeds) will be at the required line and grade. Finishing equipment and tools shall be maintained clean and in an approved condition. At no time shall water be added to the surface of the slab with the finishing equipment or tools, or in any other way. Fog (mist) sprays or other surface-applied finishing aids specified to prevent plastic shrinkage cracking, approved by RPR, may be used in accordance with manufacturer requirements.

a. Machine finishing with slipform pavers. Slipform paver shall be operated so only a very minimum of additional finishing work is required to produce pavement surfaces and edges meeting the specified tolerances. Any equipment or procedure that fails to meet these specified requirements shall immediately be replaced or modified, as necessary. A self-propelled non-rotating pipe float may be used while the concrete is still plastic, to remove minor irregularities and score marks. Only one pass of the pipe float shall be allowed. Equipment, mixture, and/or procedures which produce more than 1/4-inch of mortar-rich surface shall be immediately modified as necessary to eliminate this condition or operations shall cease. Remove excessive slurry from the surface with a cutting straightedge and wipe off the edge. Any slurry which does run down the vertical edges shall be immediately removed by hand, using stiff brushes or scrapers. No slurry, concrete or concrete mortar shall be used to build up along the edges of the pavement to compensate for excessive edge slump, either while the concrete is plastic or after it hardens.

b. Machine finishing with fixed forms. Machine shall be designed to straddle the forms and shall be operated to screed and consolidate the concrete. Machines that cause displacement of the forms shall be replaced. Machine shall make only one pass over each area of pavement. If equipment and procedures do not produce a surface of uniform texture, true to grade, in one pass, the operation shall be immediately stopped and the equipment, mixture, and procedures adjusted, as necessary.

c. Other types of finishing equipment. Clary screeds, other rotating tube floats, or bridge deck finishers are not allowed on mainline paving but may be allowed on irregular or odd-shaped slabs, and near buildings or trench drains, subject to RPR's approval.

Bridge deck finishers shall have a minimum operating weight of 7,500 pounds and shall have a transversely operating carriage containing a knock-down auger and a minimum of two immersion vibrators. Vibrating screeds or pans shall be used only for isolated slabs where hand finishing is permitted as specified, and only where specifically approved.

d. Hand finishing. Hand finishing methods will not be permitted, except under the following conditions: (1) in the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade and (2) in areas of narrow widths or of irregular dimensions where operation of the mechanical equipment is impractical.

e. Straightedge testing and surface correction. After the pavement has been struck off and while the concrete is still plastic, it shall be tested for trueness with a 12-foot finishing straightedge swung from handles capable of spanning at least one-half the width of the slab. Straightedge shall be held in contact with the surface in successive positions parallel to the centerline and the whole area gone over from one side of the slab to the other, as necessary. Advancing shall be in successive stages of not more than one-half the length of the straightedge. Any excess water and laitance in excess of 1/8-inch thick shall be removed from the surface of the pavement and wasted. Any depressions shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the smoothness requirements. Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge and until the slab conforms to the required grade and cross-section. The use of long-handled wood floats shall be confined to a minimum; they may be used only in emergencies and in areas not accessible to finishing equipment.

501-4.12 Surface texture. Surface of the pavement shall be finished as designated for all newly constructed concrete pavements. It is important that the texturing equipment not tear or unduly roughen the pavement surface during the operation. Texture shall be uniform in appearance and approximately 1/16-inch in depth. Any imperfections resulting from the texturing operation shall be corrected to the satisfaction of RPR.

a. Brush or broom finish. Shall be applied when the water sheen has practically disappeared. Equipment shall operate transversely across the pavement surface.

b. Burlap drag finish. Burlap, at least 15 ounces per square yard, will typically produce acceptable texture. To obtain a textured surface, transverse threads of the burlap shall be removed approximately 1-foot from the trailing edge. A heavy buildup of grout on the burlap threads produces the desired wide sweeping longitudinal striations on the pavement surface.

c. Artificial turf finish. Shall be applied by dragging the surface of the pavement in the direction of concrete placement with an approved full-width drag made with artificial turf. Leading transverse edge of the artificial turf drag will be securely fastened to a lightweight pole on a traveling bridge. At least 2 feet of the artificial turf shall be in contact with the concrete surface during dragging operations. Approval of the artificial turf will be done only after it has been demonstrated by Contractor to provide a satisfactory texture. One type that has provided satisfactory texture consists of 7,200 approximately 0.85-inch-long polyethylene turf blades per square foot.

501-4.13 Curing. Immediately after finishing operations are completed and bleed water is gone from the surface, all exposed surfaces of the newly placed concrete shall be cured for a seven-day cure period in accordance with one of the methods below. Failure to provide sufficient cover material of whatever kind Contractor may elect to use, or lack of water to adequately take care of both curing and other requirements, shall be cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than 1/2-hour during the curing period.

When a two-saw-cut method is used to construct the contraction joint, the curing compound shall be applied to the saw-cut immediately after the initial cut has been made. Sealant reservoir shall not be sawed until after the curing period has been completed. When the one cut method is used to construct the contraction joint, the joint shall be cured with wet rope, wet rags, or wet blankets. Rags, ropes, or blankets shall be kept moist for the duration of the curing period.

a. Impervious membrane method. Curing with liquid membrane compounds should not occur until bleed and surface moisture has evaporated. All exposed surfaces of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place. Curing compound shall not be applied during rainfall. Curing compound shall be applied by mechanical sprayers under pressure at the rate of 1 gallon to not more than 150 square feet. Spraying equipment shall be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application, the compound shall be stirred continuously by mechanical means. Hand spraying of odd widths or shapes and concrete surfaces exposed by the removal of forms will be permitted. When hand spraying is approved by RPR, a double application rate shall be used to ensure coverage. Should the film become damaged from any cause, including sawing operations, within the required curing period, the damaged portions shall be repaired immediately with additional compound or other approved means. Upon removal of side forms, the sides of the exposed slabs shall be protected immediately to provide a curing treatment equal to that provided for the surface.

b. White burlap-polyethylene sheets. Surface of the pavement shall be entirely covered with sheeting. Sheeting used shall be such length (or width) that it will extend at least twice the thickness of the pavement beyond the edges of the slab. Sheeting shall be placed so that the entire surface and both edges of the slab are completely covered. Sheeting shall be placed and weighted to remain in contact with the surface covered, and covering shall be maintained fully saturated and in position for seven days after concrete has is placed.

c. Water method. Entire area shall be covered with burlap or other water absorbing material. Material shall be of sufficient thickness to retain water for adequate curing without excessive runoff. Material shall be kept wet at all times and maintained for seven days. When the forms are stripped, vertical walls shall also be kept moist. It shall be the responsibility of Contractor to prevent ponding of curing water on subbase.

d. Concrete protection for cold weather. Maintain concrete at a temperature of at least 50 degrees F for 72 hours after placing and at a temperature above freezing for the remainder of the seven-day curing period. Contractor shall be responsible for the quality and strength of the concrete placed during cold weather; and any concrete damaged shall be removed and replaced at Contractor expense.

e. Concrete protection for hot weather. Concrete should be continuous moisture cured for the entire curing period and shall commence as soon as the surfaces are finished and continue for at least 24 hours. However, if moisture curing is not practical beyond 24 hours, concrete surface shall be protected from drying with application of a liquid membrane-forming curing compound while the surfaces are still damp. Other curing methods may be approved by RPR.

501-4.14 Removing forms. Unless otherwise specified, forms shall not be removed from freshly placed concrete until it has hardened sufficiently to permit removal without chipping, spalling, or tearing. After the forms have been removed, the sides of the slab shall be cured in accordance with Paragraph 501-4.13.

If honeycombed areas are evident when the forms are removed, materials, placement, and consolidation methods must be reviewed, and appropriate adjustments made to assure adequate consolidation at edges of future concrete placements. Honeycombed areas that extend into the slab less than approximately 1 inch, shall be repaired with an approved grout, as directed by RPR. Honeycombed areas that extend into the slab greater than a depth of 1 inch shall be considered as defective work and shall be removed and replaced in accordance with Paragraph 501-4.19.

501-4.15 S**aw-cut grooving.** Not used.

501-4.16 Sealing joints. Joints in the pavement shall be sealed in accordance with Item P-605.

501-4.17 Protection of pavement. Contractor shall protect pavement and its appurtenances against both public traffic and traffic caused by Contractor's employees and agents until accepted by RPR. This shall include watchmen to direct traffic and the erection and maintenance of warning signs, lights, pavement bridges, crossovers, and protection of unsealed joints from intrusion of foreign material, etc. Any damage to pavement occurring prior to final acceptance shall be repaired or the pavement replaced at Contractor expense.

Aggregates, rubble, or other similar construction materials shall not be placed on airfield pavements. Traffic shall be excluded from the new pavement by erecting and maintaining barricades and signs until concrete is at least seven days old, or for a longer period if directed by RPR.

In paving intermediate lanes between newly paved pilot lanes, operation of the hauling and paving equipment will be permitted on the new pavement after the pavement has been cured for seven days, the joints are protected, the concrete has attained a minimum field cured flexural strength of 450 psi, and the slab edge is protected.

All new and existing pavement carrying construction traffic or equipment shall be kept clean and spillage of concrete and other materials shall be cleaned up immediately.

Damaged pavements shall be removed and replaced at Contractor expense. Slabs shall be removed to the full depth, width, and length of the slab.

501-4.18 Opening to construction traffic. Pavement shall not be opened to traffic until test specimens molded and cured in accordance with ASTM C31 have attained a flexural strength of 450 pounds per square inch when tested in accordance with ASTM C78. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Prior to opening the pavement to construction traffic, all joints shall either be sealed or protected from damage to the joint edge and intrusion of foreign materials into the joint. As a minimum, backer rod or tape may be used to protect the joints from foreign matter intrusion.

501-4.19 Repair, removal, or replacement of slabs. New pavement slabs that are broken or contain cracks or are otherwise defective or unacceptable as defined by acceptance criteria in Paragraph 501-6.6 shall be removed and replaced or repaired, as directed by RPR, at Contractor's expense. Spalls along joints shall be repaired as specified. Removal of partial slabs is not permitted. Removal and replacement shall be full depth, shall be full width of the slab, and the limit of removal shall be normal to the paving lane and to each original transverse joint. RPR will determine whether cracks extend full depth of the pavement and may require cores to be drilled on the crack to determine depth of cracking. Such cores shall have a diameter of 2 to 4 inches, drilled by Contractor, and filled by Contractor with a well consolidated concrete mixture bonded to the walls of the hole with a bonding agent, using approved procedures. Drilling of cores and refilling holes shall be at no expense to Owner. Repair of cracks as described in this section shall not be allowed if in the opinion of RPR the overall condition of the pavement indicates that such repair is unlikely to achieve an acceptable and durable finished pavement. No repair of cracks allowed in any panel that demonstrates segregated aggregate with an absence of coarse aggregate in the upper 1/8-inch of pavement surface.

a. Shrinkage cracks. Shrinkage cracks which do not exceed one-third of pavement depth shall be cleaned and either high molecular weight methacrylate (HMWM) applied; or epoxy resin (Type IV, Grade 1) pressure injected using procedures recommended by manufacturer and approved by RPR. Sandblasting of the surface may be required following the application of HMWM to restore skid resistance. Care shall be taken to ensure that the crack is not widened during epoxy resin injection. All epoxy resin injection shall take place in the presence of RPR. Shrinkage cracks which exceed one-third the pavement depth shall be treated as full depth cracks in accordance with Paragraphs 501-4.19b and 501-19c.

b. Slabs with cracks through interior areas. Interior area is defined as that area more than 6 inches from either adjacent original transverse joint. Full slab shall be removed and replaced at no cost to Owner, when there are any full depth cracks, or cracks greater than one-third the pavement depth, that extend into the interior area.

c. Cracks close to and parallel to joints. All full-depth cracks within 6 inches either side of the joint and essentially parallel to the original joints, shall be treated as follows.

(1) Full depth cracks and original joint not cracked. The full-depth crack shall be treated as the new joint and the original joint filled with an epoxy resin.

i. Full-depth crack. Joint sealant reservoir for the crack shall be formed by sawing to a depth of 3/4 inches ±1/16-inch, and to a width of 5/8-inch ±1/8-inch. Crack shall be sawed with equipment specially designed to follow random cracks. Any equipment or procedure which causes raveling or spalling along the crack shall be modified or replaced to prevent raveling or spalling. Joint shall be sealed with sealant in accordance with Item P-605 or as directed by RPR.

ii. Original joint. If original joint sealant reservoir has been sawed out, the reservoir and as much of the lower saw cut as possible shall be filled with epoxy resin, Type IV, Grade 2, thoroughly tooled into void using approved procedures.

If only original narrow saw cut has been made, it shall be cleaned and pressure injected with epoxy resin, Type IV, Grade 1, using approved procedures.

Where a parallel crack goes part way across paving lane and then intersects and follows the original joint which is cracked only for the remained of the width, it shall be treated as specified above for a parallel crack, and the cracked original joint shall be prepared and sealed as originally designed.

(2) Full depth cracks and original joint cracked. If there is any place in the lane width where a parallel crack and a cracked portion of the original joint overlap, the entire slab containing the crack shall be removed and replaced.

d. Removal and replacement of full slabs. Make a full depth cut perpendicular to the slab surface along all edges of the slab with a concrete saw cutting any dowels or tie-bars. Remove damaged slab protecting adjacent pavement from damage. Damage to adjacent slabs may result in removal of additional slabs as directed by RPR at Contractor expense.

Underlying material shall be repaired, recompacted, and shaped to grade.

Dowels of the size and spacing specified for other joints in similar pavement on the project shall be installed along all four edges of the new slab in accordance with Paragraph 501-4.10d.

Placement of concrete shall be as specified for original construction. Joints around new slab shall be prepared and sealed as specified for original construction.

e. Spalls along joints.

(1) Spalls less than 1-inch-wide and less than the depth of the joint sealant reservoir, shall be filled with joint sealant material.

(2) Spalls larger than 1-inch and/or deeper than joint reservoir, but less than half slab depth, and less than 25 percent of the length of the adjacent joint shall be repaired as follows:

i. Make a vertical saw cut at least 1-inch outside the spalled area and to a depth of at least 2 inches. Saw cuts shall be straight lines forming rectangular areas surrounding the spalled area.

ii. Remove unsound concrete and at least 1/2-inch of visually sound concrete between the saw cut and the joint or crack with a light chipping hammer.

iii. Clean cavity with high-pressure water jets supplemented with compressed air as needed to remove all loose material.

iv. Apply a prime coat of epoxy resin, Type III, Grade I, to the dry, cleaned surface of all sides and bottom of the cavity, except any joint face.

v. Fill the cavity with low slump concrete or mortar or with epoxy resin concrete or mortar.

vi. An insert or other bond-breaking medium shall be used to prevent bond at all joint faces.

vii. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints.

(3) Spalls deeper than 1/2 of the slab depth or spalls longer than 25 percent of the adjacent joint require replacement of the entire slab.

f. Diamond grinding of Concrete surfaces. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding of the hardened concrete should not be performed until the concrete is at least 14 days old and has achieved full minimum strength. Equipment that causes ravels, aggregate fractures, spalls or disturbance to the joints will not be permitted. Depth of diamond grinding shall not exceed 1/2-inch and all areas in which diamond grinding has been performed will be subject to final pavement thickness tolerances specified.

Diamond grinding shall be performed with a machine specifically designed for diamond grinding capable of cutting a path at least 3 feet wide. Saw blades shall be 1/8-inch wide with sufficient number of flush cut blades that create grooves 0.090 to 0.130 inches wide; and peaks and ridges approximately 1/32-inch higher than the bottom of the grinding cut. Contractor shall determine the number and type of blades based on the hardness of the aggregate. Contractor shall demonstrate to RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces.

Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. Slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. All grinding shall be at the expense of Contractor.

CONTRACTOR QUALITY CONTROL (CQC)

501-5.1 Quality control program. Contractor shall develop a Quality Control Program in accordance with Item C-100. No partial payment will be made for materials that are subject to specific quality control requirements without an approved quality control program.

501-5.2 Contractor Quality Control (CQC). Contractor shall provide or contract for QC testing facilities in accordance with Item C-100. RPR shall be permitted unrestricted access to inspect Contractor's QC facilities and witness QC activities. RPR will advise Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

501-5.3 Contractor QC testing. Contractor shall perform all QC tests necessary to control the production and construction processes applicable to this specification and as set forth in the CQCP. Testing program shall include, but not necessarily be limited to, tests for aggregate gradation, aggregate moisture content, slump, and air content. A QC Testing Plan shall be developed and approved by RPR as part of the CQCP.

RPR may at any time, notwithstanding previous plant acceptance, reject and require Contractor to dispose of any batch of concrete mixture which is rendered unfit for use due to contamination, segregation, or improper slump. Such rejection may be based on only visual inspection. In the event of such rejection, Contractor may take a representative sample of the rejected material in the presence of RPR, and if it can be demonstrated in the laboratory, in the presence of RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price**.**

a. Fine aggregate.

(1) Gradation. A sieve analysis shall be made at least twice daily in accordance with ASTM C136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

(2) Moisture content. If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Test in accordance with ASTM C70 or C566.

(3) Deleterious substances. Fine aggregate as delivered to the mixer shall be tested for deleterious substances in fine aggregate for concrete as specified in Paragraph 501-2.1b, prior to production of the control strip, and a minimum of every 30-days during production or more frequently as necessary to control deleterious substances.

b. Coarse Aggregate.

(1) Gradation. A sieve analysis shall be made at least twice daily for each size of aggregate. Tests shall be made in accordance with ASTM C136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

(2) Moisture content. If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Test in accordance with ASTM C566.

(3) Deleterious substances. Coarse aggregate as delivered to mixer shall be tested for deleterious substances in coarse aggregate for concrete as specified in Paragraph 501-2.1c, prior to production of the control strip, and a minimum of every 30 days during production or more frequently as necessary to control deleterious substances.

c. Slump. One test shall be made for each sublot. Slump tests shall be performed in accordance with ASTM C143 from material randomly sampled from material discharged from trucks at the paving site. Material samples shall be taken in accordance with ASTM C172.

d. Air content. One test shall be made for each sublot. Air content tests shall be performed in accordance with ASTM C231 for gravel and stone coarse aggregate and ASTM C173 for slag or other porous coarse aggregate, from material randomly sampled from trucks at the paving site. Material samples shall be taken in accordance with ASTM C172.

e. Unit weight and Yield. One test shall be made for each sublot. Unit weight and yield tests shall be in accordance with ASTM C138. The samples shall be taken in accordance with ASTM C172 and at the same time as the air content tests.

f. Temperatures. Temperatures shall be checked at least four times per lot at the job site in accordance with ASTM C1064.

g. Smoothness for Contractor Quality Control.

Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than 1/4-inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by Contractor before construction continues

Contractor may use a 12-foot straightedge or a rolling inclinometer meeting the requirements of ASTM E2133. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. Surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and pavement surface in the area between two high points. If rolling inclinometer is used, the data may be evaluated using the FAA profile program, ProFAA, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. Transition between new and existing pavement shall be evaluated separately for conformance with the Plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet or more often as determined by RPR. Joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the third points of paving lanes when widths of paving lanes are 20 feet or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4-inch shall be corrected with diamond grinding per Paragraph 501-4.19f or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in Paragraph 501-6.6.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If Contractor's machines/methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by Contractor.

h. Grade. Grade will be evaluated prior to and after placement of the concrete surface.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and Plans. Final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the Plans by more than 1/2-inch vertically and 0.1 feet laterally. Documentation will be provided by Contractor to RPR by the end of the following working day.

Areas with humps or depression that that exceed grade or smoothness and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2-inch less than the thickness specified on the Plans. If these areas cannot be corrected with grinding then the slabs that are retaining water must be removed and replaced in accordance with Paragraph 501-4.19d. Grinding shall be in accordance with Paragraph 501-4.19f. All corrections will be at Contractor expense.

501-5.4 Control charts. Contractor shall maintain linear control charts for fine and coarse aggregate gradation, slump, and air content. Contractor shall also maintain a control chart plotting the coarseness factor/workability factor from the combined gradations in accordance with Paragraph 501-2.1d.

Control charts shall be posted in a location satisfactory to RPR and shall be kept up to date at all times. As a minimum, the control charts shall identify the Project Number, the Contract Item Number, the test number, each test parameter, the Action and suspension Limits, or Specification limits, applicable to each test parameter, and Contractor's test results. Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If Contractor's projected data during production indicates a potential problem and Contractor is not taking satisfactory corrective action, RPR may halt production or acceptance of the material.

a. Fine and coarse aggregate gradation. Contractor shall record the running average of the last five gradation tests for each control sieve on linear control charts. Superimposed on the control charts shall be the action and suspension limits. Gradation tests shall be performed by Contractor per ASTM C136. Contractor shall take at least two samples per lot to check the final gradation. Sampling shall be per ASTM D75 from the flowing aggregate stream or conveyor belt.

b. Slump and air content. Contractor shall maintain linear control charts both for individual measurements and range (that is, difference between highest and lowest measurements) for slump and air content in accordance with the following Action and Suspension Limits.

c. Combined gradation. Contractor shall maintain a control chart plotting the coarseness factor and workability factor on a chart in accordance with Paragraph 501-2.1d.

Control Chart Limits[1]

Control Parameter	Individual Measurements	
	Action Limit	Suspension Limit
Gradation[2]	*[3]	*[3]
Coarseness Factor (CF)	±3.5	±5
Workability Factor (WF)	±2	±3
Slump	+0.5 to -1 inch	+1 to -1.5 inch
Air Content	±1.5%	±2.0%

[1] Control charts shall be developed and maintained for each control parameter indicated.
[2] Control charts shall be developed and maintained for each sieve size.
[3] Action and suspension limits shall be determined by Contractor.

501-5.5 Corrective action at Suspension Limit. CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of control. CQCP shall detail what action will be taken to bring the process into control and shall contain sets of rules to gauge when a process is out of control. As a minimum, a process shall be deemed out of control and corrective action taken if any one of the following conditions exists.

a. Fine and coarse aggregate gradation. When two consecutive averages of five tests are outside of suspension limits, immediate steps, including a halt to production, shall be taken to correct grading.

b. Coarseness and Workability factor. When CF or WF reaches applicable suspension limits, Contractor, immediate steps, including a halt to production, shall be taken to correct CF and WF.

c. Fine and coarse aggregate moisture content. When moisture content of fine or coarse aggregate changes by more than 0.5 percent, scale settings for aggregate batcher and water batcher shall be adjusted.

d. Slump. Contractor shall halt production and make appropriate adjustments whenever:
(1) one point falls outside Suspension Limit line for individual measurements
OR
(2) two points in a row fall outside Action Limit line for individual measurements.

e. Air content. Contractor shall halt production and adjust amount of air-entraining admixture whenever:
(1) one point falls outside Suspension Limit line for individual measurements
OR
(2) two points in a row fall outside Action Limit line for individual measurements.

MATERIAL ACCEPTANCE

501-6.1 Quality Assurance (QA) Acceptance sampling and testing. All acceptance sampling and testing necessary to determine conformance with the requirements specified in this section, with the exception of coring for thickness determination, will be performed by RPR. Contractor shall provide adequate facilities for the initial curing of beams. Contractor shall bear the cost of providing initial curing facilities and coring and filling operations, per paragraph 501-6.5b(1).

Samples will be transported while in the molds. Curing, except for the initial cure period, will be accomplished using the immersion in saturated lime water method. During the 24 hours after molding, temperature immediately adjacent to the specimens must be maintained 60 to 80 degrees F, and loss of moisture from the specimens must be prevented. Specimens may be stored in tightly constructed wooden boxes, damp sand pits, temporary buildings at construction sites, under wet burlap in favorable weather, or in heavyweight closed plastic bags, or using other suitable methods, provided the temperature and moisture loss requirements are met.

501-6.2 Quality Assurance (QA) testing laboratory. Quality assurance testing organizations performing these acceptance tests will be accredited in accordance with ASTM C1077. Quality assurance laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods will be submitted to RPR prior to start of construction.

501-6.3 Lot size. Concrete will be accepted for strength and thickness on a lot-basis. A lot will consist of a day's production not to exceed 2,000 cubic yards. Each lot will be divided into approximately equal sublots with individual sublots 400 to 600 cubic yards. Where three sublots are produced, they will constitute a lot. Where one or two sublots are produced, they will be incorporated into the previous or next lot. Where more than one plant is simultaneously producing concrete for the job, the lot sizes will apply separately for each plant.

501-6.4 Partial lots. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot or for overages or minor placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

Where three sublots have been produced, they will constitute a lot. Where one or two sublots have been produced, they will be incorporated into the next lot or the previous lot and the total number of sublots will be used in the acceptance criteria calculation, that is, n=5 or n=6.

501-6.5 Acceptance Sampling and Testing.

a. Strength.

(1) Sampling. One sample will be taken for each sublot from the concrete delivered to the Job Site. Sampling locations will be determined by RPR in accordance with random sampling procedures contained in ASTM D3665. The concrete will be sampled in accordance with ASTM C172.

(2) Test Specimens. RPR will be responsible for the casting, initial curing, transportation, and curing of specimens in accordance with ASTM C31. Two specimens will be made from each sample and slump, air content, unit weight, and temperature tests will be conducted for each set of strength specimens. Within 24 to 48 hours, the samples will be transported from the field to the laboratory while in the molds. Samples will be cured in saturated lime water.

Strength of each specimen will be determined in accordance with ASTM C78. Strength for each sublot will be computed by averaging the results of the two test specimens representing that sublot.

(3) Acceptance. Acceptance of pavement for strength will be determined by RPR in accordance with Paragraph 501-6.6b(1). All individual strength tests within a lot will be checked for outliers in accordance with ASTM E178, at a significance level of 5 percent. Outliers will be discarded, and the remaining test values will be used to determine acceptance in accordance with Paragraph 501-6.5b.

b. Pavement thickness.

(1) Sampling. One core will be taken by Contractor for each sublot in RPR presence. Sampling locations will be determined by RPR in accordance with random sampling procedures contained in ASTM D3665. Areas, such as thickened edges, with planned variable thickness, will be excluded from sample locations.

Cores shall be a minimum 4 inches in diameter neatly cut with a core drill. Contractor will furnish all tools, labor, and materials for cutting samples and filling the cored hole. Core holes will be filled by Contractor with a non-shrink grout approved by RPR within one day after sampling.

(2) Testing. Thickness of cores will be determined by RPR by average caliper measurement in accordance with ASTM C174. Each core shall be photographed, and photograph included with test report.

(3) Acceptance. Acceptance of pavement for thickness will be determined by RPR in accordance with Paragraph 501-6.6.

501-6.6 Acceptance criteria.

a. General. Acceptance will be based on the following characteristics of completed pavement discussed in Paragraph 501-6.5b:

(1) Strength
(2) Thickness
(3) Grade
(4) Adjustments for repairs

Acceptance for strength, thickness, and grade, will be based on the criteria contained in accordance with Paragraph 501-6.6b(1), 501-6.6b(2), and 501-6.6b(3), respectively.

Production quality must achieve 90 PWL or higher to receive full payment.

Strength and thickness will be evaluated for acceptance on a lot-basis using method of estimating PWL. Production quality must achieve 90 PWL or higher to receive full pavement. PWL will be determined in accordance with procedures specified in Item C-110.

Lower specification tolerance limit (L) for strength and thickness will be:

Lower Specification Tolerance Limit (L)

Strength	0.93 x strength specified in paragraph 501-3.3
Thickness	Lot Plan Thickness in inches, - 0.50 in

b. Acceptance criteria.

(1) Strength. If PWL of lot equals or exceeds 90 percent, lot will be acceptable. Acceptance and payment for lot will be determined in accordance with Paragraph 501-8.1.

(**2) Thickness.** If PWL of lot equals or exceeds 90 percent, lot will be acceptable. Acceptance and payment for lot will be determined in accordance with Paragraph 501-8.1.

(3) Grade. Final finished surface of the pavement of the completed project will not vary from gradeline elevations and cross-sections shown on the plans by more than 1/2-inch vertically or 0.1-foot laterally. Documentation, stamped and signed by a licensed surveyor shall be in accordance with Paragraph 501-5.3h. Payment for sublots that do not meet grade for over 25 percent of the sublot shall reduced by 5 percent and not be more than 95 percent.

(4) Profilograph roughness for QA Acceptance. Not used.

(5) Adjustments for repair. Sublots with spall repairs, crack repairs, or partial panel replacement, will be limited to no more than 95 percent payment.

(6) Adjustment for grinding. For sublots with grinding over 25 percent of a sublot, payment will be reduced 5 percent.

METHOD OF MEASUREMENT

501-7.1 Concrete pavement shall be measured by the number of square yards of reinforced pavement as specified in-place, completed and accepted.

BASIS OF PAYMENT

501-8.1 Payment. Payment for concrete pavement meeting all acceptance criteria as specified in Paragraph 501-6.6. Acceptance Criteria shall be based on results of strength and thickness tests. Payment for acceptable lots of concrete pavement shall be adjusted in accordance with Paragraphs 501-8.1a for strength and thickness; 501-8.1b for repairs; 501-8.1c for grinding; and 501-8.1d for smoothness, subject to the limitation that:

Total project payment for concrete pavement shall not exceed 100 percent of the product of the Contract unit price and the total number of square yards of concrete pavement used in the accepted work (See Note 1 under the Price Adjustment Schedule table).

Payment shall be full compensation for all labor, materials, tools, equipment, and incidentals required to complete the Work as specified herein and on the Drawings.

a. Basis of adjusted payment. Pay factor for each individual lot shall be calculated in accordance with the Price Adjustment Schedule table below. A pay factor shall be calculated for both strength and thickness. Lot pay factor shall be the higher of the two values when calculations for both strength and thickness are 100 percent or higher. Lot pay factor shall be the product of the two values when only one of the calculations for either strength or thickness is 100 percent or higher. Lot pay factor shall be the lower of the two values when calculations for both strength and thickness are less than 100 percent.

Price Adjustment Schedule[1]

Percentage of Materials Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
96 – 100	106
90 – 95	PWL + 10
75 – 90	0.5 PWL + 55
55 – 74	1.4 PWL – 12
Below 55	Reject[2]

[1] Although theoretically possible to achieve a pay factor of 106 percent for each lot, actual payment in excess of 100 percent shall be subject to total project payment limitation specified in Paragraph 501-8.1.

[2] Lot shall be removed and replaced unless, after receipt of FAA concurrence, Owner and Contractor agree in writing the lot will remain; lot paid at 50 percent of the Contract unit price; and total project payment limitation reduced by the amount withheld for that lot.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in Paragraph 501-8.1. Payment in excess of 100 percent for accepted lots of concrete pavement shall be used to offset payment for accepted lots of concrete pavement that achieve a lot pay factor less than 100 percent; except for rejected lots which remain in place and/or sublots with adjustments for repairs.

b. Adjusted payment for repairs. PWL lot pay factor shall be reduced by 5 percent and be no higher than 95 percent for sublots which contain repairs in accordance with Paragraph 501-4.19 on more than 20 percent of the slabs within the sublot. Payment factors greater than 100 percent for strength and thickness cannot be used to offset adjustments for repairs.

c. Adjusted payment for grinding. PWL lot pay factor shall be reduced by 5 percent and no higher than 95 percent for sublots with grinding over 25 percent of a sublot.

d. Profilograph Roughness. Not used.

e. Payment. Payment shall be made under:

Item P-501-8.1a	Concrete Pavement, 14 inches thick with reinforcing and all appurtenances, per square yard
Item P-501-8.1b	Concrete Pavement, 10 inches thick, with reinforcing and all appurtenances, per square yard

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A996	Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
ASTM A1035	Standard Specification for Deformed and Plain, Low-Carbon, Chromium, Steel Bars for Concrete Reinforcement
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM A1078	Standard Specification for Epoxy-Coated Steel Dowels for Concrete Pavement
ASTM C29	Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C70	Standard Test Method for Surface Moisture in Fine Aggregate
ASTM C78	Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement

ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C123	Standard Test Method for Lightweight Particles in Aggregate
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C138	Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C173	Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C174	Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores
ASTM C227	Standard Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method)
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C295	Standard Guide for Petrographic Examination of Aggregates for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregates by Drying
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C642	Standard Test Method for Density, Absorption, and Voids in Hardened Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing

ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C881	Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1064	Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1567	Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber and Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E1274	Standard Test Method for Measuring Pavement Roughness Using a Profilograph
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Concrete Institute (ACI)

ACI 305R	Guide to Hot Weather Concreting
ACI 306R	Guide to Cold Weather Concreting
ACI 309R	Guide for Consolidation of Concrete

Advisory Circulars (AC)

AC 150/5320-6	Airport Pavement Design and Evaluation

Federal Highway Administration (FHWA)

HIPERPAV 3, version 3.2

Portland Concrete Association (PCA)

PCA	Design and Control of Concrete Mixtures, 16th Edition

U.S. Army Corps of Engineers (USACE) Concrete Research Division (CRD)

CRD C662	Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials, Lithium Nitrate Admixture and Aggregate (Accelerated Mortar-Bar Method)

United States Air Force Engineering Technical Letter (ETL)

ETL 97-5	Proportioning Concrete Mixtures with Graded Aggregates for Rigid Airfield Pavements

END ITEM P-501

Item P-602 Emulsified Asphalt Prime Coat

DESCRIPTION

602-1.1 This item shall consist of an application of emulsified asphalt material on the prepared base course in accordance with these Specifications and in reasonably close conformity to the lines shown on the Plans.

MATERIALS

602-2.1 Emulsified Asphalt material. The emulsified asphalt material shall be as specified in ASTM D3628 for use as a prime coat appropriate to local conditions. Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt material. The COA shall be provided to and approved by the Resident Project Representative (RPR) before the emulsified asphalt material is applied. The furnishing of the COA for the emulsified asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the Project.

CONSTRUCTION METHODS

602-3.1 Weather limitations. The emulsified asphalt prime coat shall be applied only when the existing surface is dry; the atmospheric temperature is 50 degrees F or above, and the temperature has not been below 35 degrees F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

602-3.2 Equipment. The equipment shall include a self-powered pressure asphalt material distributor and equipment for heating asphalt material.

Provide a distributor with pneumatic tires of such size and number that the load produced on the base surface does not exceed 65.0 psi of tire width to prevent rutting, shoving or otherwise damaging the base, surface, or other layers in the pavement structure. Design and equip the distributor to spray the asphalt material in a uniform coverage at the specified temperature, at readily determined and controlled rates from 0.05 to 1.0 gallons per square yard, with a pressure range of 25 to 75 psi and with an allowable variation from the specified rate of not more than ±5 percent, and at variable widths. Include with the distributor equipment a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying asphalt material manually to areas inaccessible to the distributor. Equip the distributor to circulate and agitate the asphalt material during the heating process. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

A power broom and power blower suitable for cleaning the surfaces to which the asphalt coat is to be applied shall be provided.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

602-3.3 Application of emulsified asphalt material. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The asphalt emulsion material shall be uniformly applied with an asphalt distributor at the rate of 0.15 to 0.30 gallons per square yard depending on the base course surface texture. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Following application of the emulsified asphalt material and prior to application of the succeeding layer of pavement, allow the asphalt coat to cure and to obtain evaporation of any volatiles or moisture. Maintain the coated surface until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and recoating deficient areas. Allow the prime coat to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course. Furnish and spread sand to effectively blot up and cure excess asphalt material. Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to Owner. Keep traffic off surfaces freshly treated with asphalt material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces.

602-3.4 Trial application rates. Contractor shall apply a minimum of three lengths of at least 100 feet for the full width of the distributor bar to evaluate the amount of emulsified asphalt material that can be satisfactorily applied with the equipment. Apply three different application rates of emulsified asphalt materials within the application range specified in Paragraph 602-3.3. Other trial applications can be made using various amounts of material as directed by the RPR. The trial application is to demonstrate the equipment can uniformly apply the emulsified asphalt material within the rates specified and determine the application rate for the Project.

602-3.5 Freight and waybills. Contractor shall submit waybills and delivery tickets during the progress of the Work. Before the final estimate is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

602-4.1 The emulsified asphalt material for prime coat shall be measured by the gallon. Volume shall be corrected to the volume at 60 degrees F in accordance with ASTM D4311. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10 percent over the specified application rate. Any amount of emulsified asphalt material more than 10 percent over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

602-5.1 Payment shall be made at the Contract unit price per gallon for emulsified asphalt prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-602-5.1	Emulsified Asphalt Prime Coat - complete, per gallon

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END OF ITEM P-602

Item P-603 Emulsified Asphalt Tack Coat

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these Specifications and in reasonably close conformity to the lines shown on the Plans.

MATERIALS

603-2.1 Asphalt materials. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for Final Acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the Project.

CONSTRUCTION METHODS

603-3.1 Weather limitations. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50 degrees F or above; the temperature has not been below 35 degrees F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

603-3.2 Equipment. Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight miles per hour or seven feet per minute.

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 Application of emulsified asphalt material. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Emulsified Asphalt

Surface Type	Residual Rate, gal/SY	Emulsion Application Bar Rate, gal/SY
New Asphalt	0.02-0.05	0.03-0.07
Existing Asphalt	0.04-0.07	0.06-0.11
Milled Surface	0.04-0.08	0.06-0.12
Concrete	0.03-0.05	0.05-0.08

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by Contractor, tack coat shall be reapplied at Contractor's expense.

603-3.4 Freight and waybills Contractor shall submit waybills and delivery tickets, during progress of the Work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

603-4.1 The emulsified asphalt material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60 degrees F in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10 percent over the specified application rate. Any amount of emulsified asphalt material more than 10 percent over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per gallon of emulsified asphalt material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603-5.1	Emulsified Asphalt Tack Coat, complete, per gallon.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END ITEM P-603

Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D5893.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with manufacturer name, batch/lot number, safe heating temperature, and accompanied by manufacturer certification stating sealant meets specification requirements.

605-2.2 Backer rod. Material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material, non-reactive with joint sealant in accordance with ASTM D5249. Backer-rod material shall be 25 percent ±5 percent larger in diameter than the nominal width of the joint.

605-2.3 Bond breaking tapes. Provide a bond-breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. Material shall have a melting point at least 5 degrees F greater than pouring temperature of sealant used when tested in accordance with ASTM D789. Bond breaker tape shall be approximately 1/8-inch wider than nominal width of joint and not bond to joint sealant.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of curing period as feasible and before the pavement is opened to traffic, including construction equipment. Pavement temperature shall be 50 degrees F and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in work performance required by this Section shall be approved before Work starts and always maintained in satisfactory condition. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 10 days prior to use on the project.

a. Concrete saw. Provide a self-propelled power saw with water-cooled diamond or abrasive saw blades, for cutting joints to depths and widths specified.

b. Waterblasting equipment. Contractor must demonstrate waterblasting equipment including pumps, hose, guide, and nozzle size under job conditions before approval in accordance with Paragraph 605-3.3. Contractor shall demonstrate, in RPR presence, method cleans and does not damage joint.

c. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

d. Cold-applied, single-component, sealing equipment. Equipment for installing ASTM D5893 single component joint sealants shall consist of extrusion pump, air compressor, following plate, hoses, and nozzle to transfer sealant from storage container into joint opening. Dimension of nozzle shall be so the tip of the nozzle will extend into joint to allow sealing from bottom of joint to top. Maintain initially approved equipment in good working condition, serviced in accordance with supplier instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.

605-3.3 Preparation of joints. Pavement joints for application of material in this Specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. Contractor shall demonstrate, in RPR presence, the method cleans and does not damage joint.

a. Sawing. All joints shall be sawed in accordance with Specifications and Plan details. Immediately after sawing joint, resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools, as necessary.

b. Sealing. Immediately before sealing, joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from sides and upper edges of joint space to be sealed. Cleaning shall be accomplished by concrete saw or waterblaster as specified in Paragraph 605-3.2. Newly exposed concrete joint faces and pavement surface extending a minimum of 1/2-inch from the joint edge shall be waterblasted clean. Waterblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches from it. After final cleaning and immediately prior to sealing, blow out joints with compressed air and leave them completely free of debris and water. Joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with Paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Ensure backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or depth of joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with Paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and approved by RPR before sealing allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/8-inch ±1/16-inch below the top of pavement surface. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by RPR. When a primer is recommended by manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within time specified.

605-3.5 Inspection. Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the Final Acceptance of the Project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the Airport.

605-3.6 Clean-up. Upon completion of the Project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot of sealant in place, completed, and accepted.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made at the contract unit price per linear foot. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-605-5.1	Joint Sealing Filler, per linear foot.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D5893	Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids

END ITEM P-605

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these Specifications and at the locations shown on the Plans, or as directed by Resident Project Representative (RPR). "Paint," "marking material," "painting," and "application of markings" are interchangeable throughout this Specification.

MATERIALS

620-2.1 Materials acceptance. Contractor shall furnish manufacturer certified test reports, for materials shipped to the Project. Certified test reports shall include a statement that the materials meet the Specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by RPR prior to the initial application of markings. Reports can be used for material acceptance or RPR may perform verification testing. Reports shall not be interpreted as a basis for payment. Contractor shall notify RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
III	White	37925	90 sf/gal	III	8 lb/gal
	Yellow	33538 or 33655		III	8 lb/gal
	Black	37038		None	N/A
	Red	31136		1A	7 lb/gal

[1] See Paragraph 620-2.2a
[2] See Paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet requirements of Federal Specification TT-P-1952F, Type III. Non-volatile portion of vehicle for all paint types shall be composed of a 100 percent acrylic polymer as determined by infrared spectral analysis. Acrylic resin used for Type III shall be 100 percent cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-l with intensities equal to those produced by an acrylic resin known to be 100 percent cross linking.

b. Reflective media. Glass beads for white and yellow paint shall meet requirements for Federal Specification TT-B-1325D Type III.

Glass beads for red and pink paint shall meet requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when surface is dry, ambient temperature, and pavement surface temperature meet manufacturer recommendations in accordance with Paragraph 620-2.1. Painting operations shall be discontinued when ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within manufacturer recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

Mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. Marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of paint, surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce bond between paint and pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by RPR. After cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process. **No direct payment made for cleaning pavement surface or removing curing compound.**

a. Preparation of new pavement surfaces. Area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by water blasting. Removal shall minimize damage to the pavement surface. Removal area may need to be larger than the area of the markings to eliminate ghost markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by RPR. After removal, surface shall be cleaned of all residue or debris.

Before markings application, Contractor shall certify in writing that surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of paint manufacture application and surface preparation requirements must be submitted to RPR prior to the initial application of markings.

620-3.4 Layout of markings. Proposed markings shall be laid out in advance of paint application. Locations of markings to receive glass beads shall be shown on plans. **No direct payment made for laying out pavement markings.**

620-3.5 Application. Contractor to verify Paragraph 620-3.3, Preparation of Surface, prior to paint application. Paint shall be applied at the locations and to dimensions and spacing shown on Plans. Paint shall not be applied until layout and condition of surface is approved by RPR.

A period of 30 days shall elapse between placement of concrete surface and application of permanent paint markings.

Edges of the markings shall not vary from a straight line more than 1/2-inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

Paint shall be mixed in accordance with manufacturer instructions and applied to pavement with a marking machine at the rate shown in Table 1. Addition of thinner is not permitted.

Glass beads shall be distributed upon marked areas at the locations shown on the Plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regularly monitor glass bead embedment and distribution.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, Contractor shall prepare a control strip in the presence of RPR. Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the Project. Marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). Six total readings shall be taken over a 6-square-foot area, three readings taken from each direction. Average shall be equal to or above the minimum levels of all readings which are within 30 percent of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m^2/lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than[1]	100	75	10

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance.

620-3.9 Protection and cleanup. After application of markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture/rain and from disfiguration by spatter, splashes, spillage, or drippings. Contractor shall remove from work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of RPR. Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation will not be measured.

620-4.1b The quantity of markings, including reflective media per Specification, shall be measured by square feet of painting**.**

620-4.1c The quantity of reflective media shall not be measured.

620-4.1d The quantity of marking removal shall be the number of square feet of markings removed in accordance with Specifications and accepted by RPR.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by RPR in accordance with these Specifications.

620-5.1a No direct payment will be made for surface preparation.

620-5.1b Payment for markings, including reflective media per Specification, shall be made at Contract price per square feet of painting.

620-5.1c No direct payment will be made for reflective media.

620-5.1d Payment for marking removal shall be made at the contract price for the number of square feet of markings removed. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.1b	Marking, including reflective media per specification, per square foot.
Item P-620-5.1d	Marking Removal, per square foot.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins

ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

ITEM MC - NONWOVEN GEOTEXTILE INTERLAYER

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. The Work shall consist of the construction of a drainage interlayer between the concrete pavement layer and asphalt pavement layer. The drainage interlayer shall be a nonwoven geotextile manufactured specifically for unbonded concrete overlays.

1.2 SUBMITTALS

A. Submit a sample of geotextile and manufacturer's certification that it meets the requirements of this Specification.

1.3 REFERENCES

A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM):

1. ASTM D4355 - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.
2. ASTM D4595 - Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method.
3. ASTM D5199 - Standard Test Method for Measuring the Nominal Thickness of Geosynthetics.
4. ASTM D5261 - Standard Test Method for Measuring Mass per Unit Area of Geotextiles.
5. DIN 60500-4 - Determination of the Water Permeability of Geotextiles perpendicular to their Plane under Load at constant Hydraulic Difference in Height.
6. ISO 12958 - Determination of the Water Drainage Capacity in One Plane.
7. EN 12224 - Determination of the Weather Resistance.
8. EN 13249 - Geotextiles and geotextile-related products. Characteristics required for use in the construction of roads and other trafficked areas (excluding railways and asphalt inclusion)
9. Report sponsored by USDOT Federal Highway Administration, in cooperation with American Association of State Highway and Transportation Officials and The National Cooperative Highway Research Program: "Nonwoven Geotextile Interlayers for Separating Cementitious Pavement Layers: German Practice and US Field Trials" - Dated May 2009.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Nonwoven Geotextile:
1. Nonwoven geotextile shall be TenCate Mirafi 1450 BB, Propex 1341 NH, or Huesker Hate B 500, or approved equal.
2. Nonwoven geotextile shall be acceptable for use with airport pavements.
3. Manufacturer shall be able to provide documentation of two similar type installations. Installations where the nonwoven geotextile has been used to separate two cement-bound pavement layers are deemed similar.
4. Nonwoven geotextile shall have the following properties:

Mechanical Properties	Test Method	Unit	Roll Value
Weight[1]	ASTM D5261	g/m^2 (oz/yd^2)	525 (15.5)
Thickness Under Load	ASTM D5199		
0.29 psi (2 kPa)[2]		mm (mils)	3.0 (118)
2.9 psi (20 kPa)[2]		mm (mils)	2.5 (98)
29 psi (200 kPa)[2]		mm (mils)	1.0 (39)
Wide Width Tensile Strength[2]	ASTM D4595	kN/m(lbs/ft)	10 (685)
Wide Width Elongation[3]	ASTM D4595	%	130
Water Permeability in Normal Direction under load	DIN 60500-4		
2.9 psi (20 kPa)[2]		m/s	1×10^{-4}
In-plane Water Permeability	ISO 12958		
2.9 psi (20 kPa)[2]		m/s	5×10^{-4}
29 psi (200 kPa)[2]		m/s	2×10^{-4}
Alkali Resistance[2]	EN 13249, Annex B	% PP or PE	96
UV Resistance (at 500 hours)[2]	ASTM D 4355 or EN 12224	% strength retained	60

[1]Typical
[2]Minimum
[3]Maximum

5. Anchor nails/fasteners shall be acceptable for use in securing the geotextile to the underlying asphalt pavement layer.

PART 3 - EXECUTION

3.1 GEOTEXTILE

A. Where the Drawings specify geotextile, the filter material shall be spread uniformly on the prepared surfaces.

B. Sampling and Testing Requirements:
   1. Samples for testing purposes shall be taken in accordance with Test Method "Tex-735-I, Sampling Construction Fabrics."
   2. Testing shall be in accordance with the appropriate ASTM or Test Method "Tex-616-J, Testing Construction Fabrics."

C. Basis for Rejection:
   1. Should any individual sample selected at random from 100 rolls, or fraction thereof, fail to meet any Specification requirement, then that roll shall be rejected and 2 additional samples shall be taken, one from each of 2 other additional rolls selected at random from the same 100-roll lot, or fraction thereof.
   2. If either of these 2 additional samples fail to comply with any portion of the Specification, then the entire quantity of rolls represented by that sample shall be rejected.

D. Installation:
   1. Place the material as shortly before the construction of the concrete pavement as possible to minimize potential for damage.
   2. Roll the material onto the asphalt paving, keeping the nonwoven geotextile tight with no wrinkles or folds.
   3. Roll out sections of material in a sequence that will facilitate good overlapping, prevent folding or tearing by construction traffic, and minimize the potential that the material will be disturbed by the paver.
   4. Overlap sections of the nonwoven geotextile material a minimum of 6 inches and a maximum of 10 inches and ensure that no more than three layers overlap at any one point.
   5. Secure the material with pins (nails) punched through 2.0- to 2.75-inch galvanized disks placed 6 feet apart or less. Refer to manufacturer's recommendations for pin placement.
   6. Lightly dampen nonwoven geotextile prior to concrete placement to prevent drawing water from the mix. Do not saturate the geotextile.
   7. Avoid driving on the nonwoven geotextile material unless necessary, and never make sharp turns on the material with vehicles. Avoid having the nonwoven geotextile exposed to heavy turning traffic until paving is completed.

3.2 MEASUREMENT

A. Nonwoven geotextile interlayer will be measured based on the square yards of material installed, excluding waste and overlap.

3.3 PAYMENT

A. Nonwoven geotextile will be paid for at the unit price per square yard which shall include all labor, material, supplies, superintendence, and all other incidental items including pins.

Payment will be made under:

Item MC, Nonwoven Geotextile Interlayer (including anchors), complete in place, per square yard.

END OF SECTION

ITEM MC - MISCELLANEOUS CONSTRUCTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes adjusting utility handhole to grade per Plans.

PART 2 - MATERIALS

2.1 ADJUST HANDHOLE TO GRADE

A. Raise existing utility handhole within Project area to a new elevation per Project Plans. Work shall include preserving existing wiring within handhole, removing upper portion of handhole, and placing a new metal lid and reinforced concrete top. New metal lid and ring shall be rated for H-20 traffic. (Handhole is not located in an aircraft traffic area.)

B. Item shall include all additional work to revise handhold to grade, such as removing top per plans, new lid and ring, additional diagonal rebar, expansion joints surrounding lid, elastomeric sealant between new top and existing handhole walls, and all coordination, miscellaneous materials, and labor to construct new lid within planned concrete pavement jointing. Concrete surrounding lid will be paid via Item P-501, 10-inch-thick concrete pavement.

C. Work shall include all labor, materials, and incidentals necessary for complete finished installations.

PART 3 - EXECUTION (Not Used)

END OF SECTION

APPENDIX A: GEOTECHNICAL REPORT

W. C. HAMILTON ENGINEERING, INC.

PAVEMENT INVESTIGATION

RECONSTRUCTION OF AIR CARRIER RAMP

MIDLAND INTERNATIONAL AIR & SPACE PORT

MIDLAND, TEXAS

(BACK OF FRONT COVER)

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PAVEMENT INVESTIGATION
RECONSTRUCTION OF AIR CARRIER RAMP
MIDLAND INTERNATIONAL AIR AND SPACE PORT
MIDLAND, TEXAS

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PARKHILL

MIDLAND, TEXAS

APRIL 21, 2022

PROJECT NO. 14030322

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TABLE OF CONTENTS

PAGE

INTRODUCTION
General 1
Subsurface Exploration 1
Laboratory Testing 2
Summary 2

SUBSURFACE MATERIALS AND CONDITIONS
Stratification 3
Material Characteristics 3
Subsurface Water Conditions 3

OTHER DESIGN CONSIDERATIONS
Other Design Values 4

LIMITATIONS OF THIS INVESTIGATION 5

APPENDIXES

PAVEMENT INVESTIGATION

RECONSTRUCTION OF AIR CARRIER RAMP

MIDLAND INTERNATIONAL AIR AND SPACE PORT

MIDLAND, TEXAS

INTRODUCTION

General: This pavement investigation at the site of an existing air carrier ramp at the Midland International Air and Space Port in Midland, Texas, was authorized by signed agreement on March 9, 2022, by Mr. Danny G. Winchester, P.E., Firm Principal, Parkhill, Midland, Texas, and was performed in general accordance with our letter proposal dated March 4, 2022.

The purpose of this investigation has been to determine the subsurface soil properties and strengths for the proposed pavement study.

The site is located northeast of the north end of the existing Midland International Air and Space Port terminal building. The general location of the site is shown on the aerial photograph on Plate I in Appendix A.

Subsurface Exploration: Subsurface materials at the site were explored by a total of four borings at locations selected by Parkhill personnel. The borings were drilled to a maximum depth of 10.0 feet. The approximate boring locations are shown on Plate I in Appendix A. Field drilling operations were completed with the plugging of the holes on March 22, 2002.

The borings were advanced using continuous sampling techniques. At the direction of the geotechnical engineer, the materials were monitored during the drilling operations for any signs of physical changes in the materials. Thicknesses of pavement sections were obtained from each boring and are reported on the Logs of Boring. An auger bit was used to advance each boring

the entire depth of the hole. These samples were visually examined, identified, wrapped and sealed in plastic, when appropriate, and placed in core boxes for transportation to the laboratory.

The Standard Penetration (SPT) Test, ASTM D1586, was conducted at various intervals of depth during the exploration to aid in strength evaluations. This test procedure drops a 140 pound hammer from a height of 30 inches to advance a split barrel drive point. Depending on the resistance of the materials to penetration by the drive point, either the number of blows required to advance the drive point 12 inches, 50 blows resulting in six inches or less penetration, or the inches of penetration due to 100 blows is recorded. Results of the SPT tests are shown on the left-hand side of the Logs of Boring. The SPT samples were visually examined, identified, and wrapped and sealed in plastic for transportation to the laboratory.

Samples obtained from the field operations that were not utilized in the laboratory testing will be stored for 30 days from the date of this report. After that time they will be discarded unless written notification is received.

Laboratory Testing: The soil samples were returned to the laboratory where they were re-examined and the visual classifications checked by the geotechnical engineer. Selected specimens were chosen for testing to identify their soil classifications and natural moisture contents. The specific tests conducted are summarized as follows:

- Atterberg Limits Tests
- Percent Passing No. 200 Sieve Tests
- Natural Moisture Content Tests

The Atterberg Limits tests, percent passing No. 200-mesh sieve tests, and natural moisture content tests were used to evaluate the basic engineering properties of the soil. The results of these tests and the classifications of the subsurface materials are shown in the summary on Plate II in Appendix A. The soil classifications refer to the Unified Soil Classification System.

Summary: The results from the field exploration and the laboratory investigation are contained in the Appendixes.

SUBSURFACE MATERIALS AND CONDITIONS

Stratification: Specific types and depths of the subsurface strata encountered in the borings are shown on the attached Logs of Boring in Appendix B. In general, the subsurface materials encountered from the ground surface down consisted of:

Stratum I Pavement Section comprised of 4.75 to 5.0 inches of Hot Mix Asphaltic Concrete (HMAC) and 3.5 to 4.0 inches of base material;

Stratum II Brown or Reddish Brown CLAYEY or SILTY CLAYEY SAND with Calcareous Particles 4.25 to 5.8 feet in thickness;

Stratum III Tan CALICHE (some rock-like) at least to the bottoms of the borings.

Material Characteristics: The results of the SPT tests indicate that the CLAYEY and SILTY CLAYEY SANDS were medium dense to dense in relative density. The CALICHES were mixtures of silts, sands, clays and calcareous particles (particle size ranged from gravel to cobble size) in a matrix of calcium carbonate cement. The CALICHES were in a poorly-cemented to well-cemented condition. Excavations into the CALICHES will be difficult.

Subsurface Water Conditions: The borings were advanced to a depth of 10.0 feet using dry sampling techniques. Groundwater was not encountered in the borings during the geotechnical drilling operations. Notes on groundwater observations are contained on the Logs of Boring in Appendix B.

Be aware that these limited observations do not represent a groundwater study which was beyond the scope of this investigation, and that due to the nature of subsurface water and its relationship to climatic influences, the groundwater may be intermittent and of varying quantities and depths due to changes in the seasonal moisture content.

OTHER DESIGN CONSIDERATIONS

Other Design Values: Based on the results of the plasticity index tests, sieve analyses, and correlations of the results with similar materials, the following are recommended design values for the properties of the on-site materials:

Angle of Internal Friction (Ø):	CLAYEY and SILTY CLAYEY SANDS:	15°
	CALICHES:	30°
Modulus of Subgrade Reaction for Mats and Concrete Pavements (pci):		250
Ultimate Friction Factor between Soil and Base Concrete:		(Unformed) 0.4 to 0.5 (Formed) 0.3
Unit Weight of Soil:		115 pounds per cubic foot

LIMITATIONS OF THIS INVESTIGATION

This report has been prepared based on a specific site and specific use and was authorized and performed under a signed contract with a scope of services negotiated for the specific project. Others not signature to the contract are responsible for their own due diligence. The use or reliance of this report by others constitutes their acceptance of the terms and conditions of the original contract (provided upon written request).

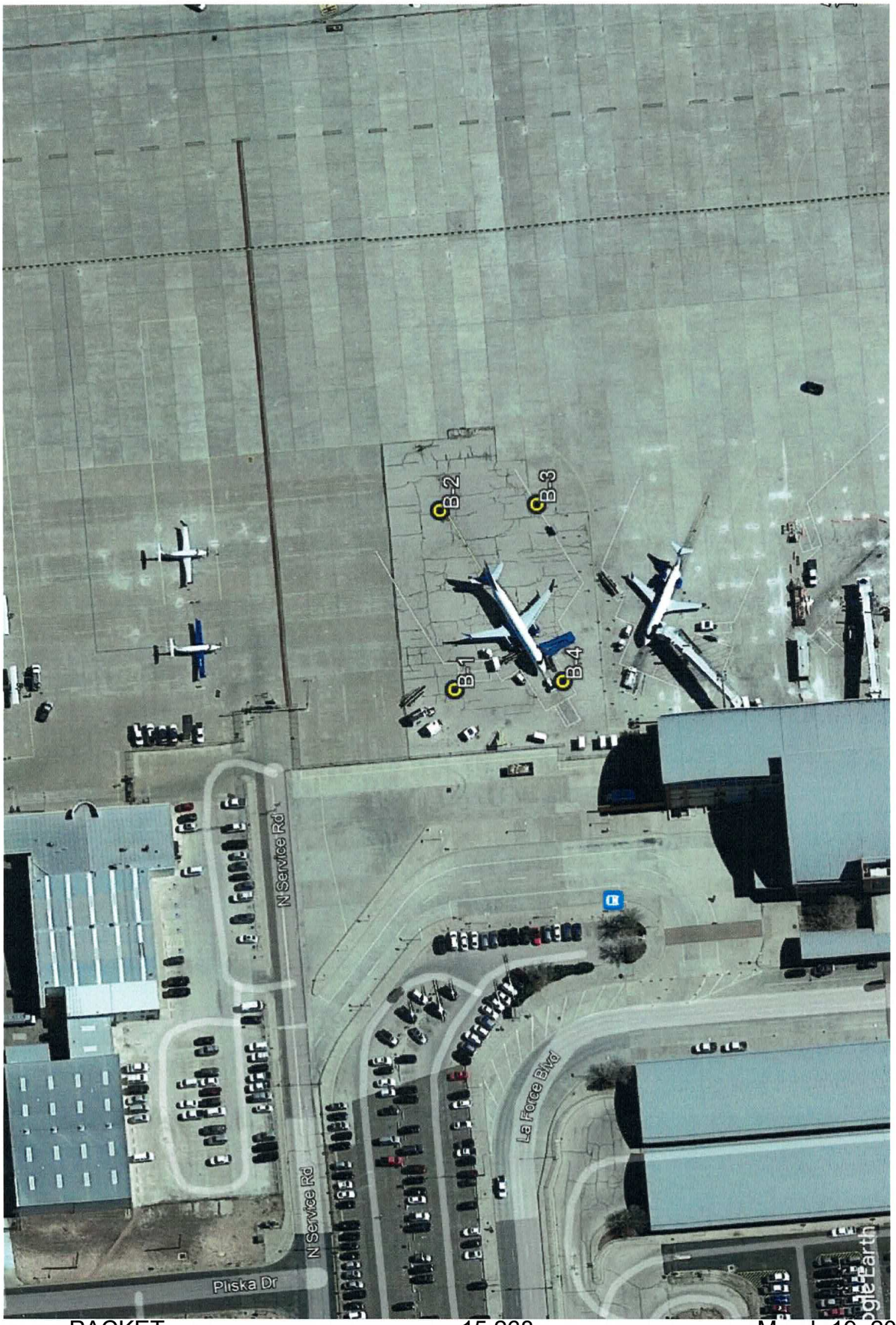
The geotechnical engineer must be consulted prior to this report being used for other than the specific project and use for which this report was written. Also, the geotechnical engineer must be consulted should the project scope change after publication of this report.

The subsurface materials and conditions are known only at the specific boring locations and within the depths explored. Subsurface conditions have been extrapolated based on known conditions in the borings, and actual field conditions elsewhere at the site may differ from those described in this report due to geological, prior use, or other factors. For this reason, we recommend that the geotechnical engineer be retained through the construction phase to include plan review and to identify variations in subsurface materials and conditions and to confirm that the recommendations contained in this report are applicable to subsurface conditions encountered elsewhere on this site.

This report should not be copied without permission of the geotechnical engineer. When copied with his/her permission, the report should be copied in its entirety and in no case should the boring logs be separated from the body of the report.

It is recommended that the construction materials testing laboratory shall meet the basic requirements of ASTM E329, but as a minimum shall have demonstrated satisfactory performance in the AASHTO Materials Reference Laboratory Proficiency Sample Program in soils and concrete.

APPENDIX A



SITE VICINITY MAP AND APPROX. BORING LOCATIONS

Project No. 14030322

Reconstruction of Air Carrier Ramp
Midland International Air and Space Port, Midland, Texas

PLATE I

SUMMARY OF SOIL CLASSIFICATION TEST RESULTS

Boring/ Test Pit Number	*Depth in Feet*	*Liquid Limit %*	*Plasticity Index %*	*% Passing 200-mesh Sieve*	*Natural Moisture Content %*	*Classi-fication*	*Material Description*
B-1	1.0-2.5	24	8	28.1	7.7	SC	Brown CLAYEY SAND w/Calcareous Particles
B-1	2.5-4.0	26	11	32.9	11.0	SC	Brown CLAYEY SAND w/Calcareous Particles
B-2	1.0-2.5	21	7	39.7	12.1	SC-SM	Brown SILTY CLAYEY SAND w/Calcareous Particles
B-2	2.5-5.0	25	6	24.6	6.9	SC-SM	Brown SILTY CLAYEY SAND w/Calcareous Particles
B-2	5.0-6.5	29	14	45.5	15.2	SC	Reddish Brown CLAYEY SAND w/Calcareous Particles
B-3	1.0-2.5	21	6	39.0	12.5	SC-SM	Brown SILTY CLAYEY SAND w/Calcareous Particles
B-3	2.5-4.0	23	9	41.1	14.8	SC	Brown CLAYEY SAND w/Calcareous Particles
B-3	5.0-6.5	23	8	21.2	6.6	SC	Brown CLAYEY SAND w/Calcareous Particles
B-4	1.0-2.5	23	8	30.6	9.9	SC	Brown CLAYEY SAND w/Calcareous Particles
B-4	2.5-4.0	28	10	45.8	14.0	SC	Brown CLAYEY SAND w/Calcareous Particles
B-4	9.0-10.5	49	15	17.6	12.9	SM	Tan CALICHE

TEST RESULTS	Project No. 14030322 Reconstruction of Air Carrier Ramp Midland International Air and Space Port Midland, Texas	**PLATE II**

APPENDIX B

KEY TO LOG OF BORING

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
			4.5	Push Tube Sample and Pocket Penetrometer Result							
			18	Standard Penetration Test Sample and "N" Value							
5				Cuttings Sample							
			C-5.0 R-4.5 RQD 50.0	Core Sample							
10				Testable Core Sample							
				Unit Dry Weight Test Result, pcf	115.8						
				Unconfined Compression Test Result, tsf		4.35					
15				Moisture Content Test Result, %			12.8				
				Atterberg Limits Test Results				25	12		
				Passing No. 200-Mesh Sieve Test Result, %						66.3	
20				Unified Soil Classification							CL
				Water Surface Level ▽ Water Surface							
25				Date 01/01/2020							

SYMBOLS

LEAN CLAY (CL)	SAND (SP)		CALICHE
FAT CLAY (CH)	GRAVEL (GP)		LIMESTONE
CLAYEY SAND (SC)	SILT (ML)		SANDSTONE
SILTY SAND (SM)	ELASTIC SILT (MH)		SHALE

Groundwater Note: The boring was advanced to a depth of ____ feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No.	Date:	Type:	BORING NO.
	Project Name Location		Air Rotary	

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDW pcf	UC tsf	MC	LL	PI	% -200	SOIL CLASS
				Pavement Section (5" HMAC; 4" Base)							
			42	Brown CLAYEY SAND			7.7	24	8	28.1	SC
			20	with Calcareous Particles			11.0	26	11	32.9	SC
5											
			50	= 2"							
				Tan CALICHE (some rock-like)							
10			100								
				Total Depth of Boring = 10.0 Feet							
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 10.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14030322 Reconstruction of Air Carrier Ramp Midland Int'l Air & Space Port, Midland, TX	Date: 03-22-2022	Type: Auger	BORING NO. B-1

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDW pcf	UC tsf	MC	LL	PI	% -200	SOIL CLASS
				Pavement Section (5" HMAC; 4" Base)							
			27	Brown SILTY CLAYEY SAND with Calcareous Particles			12.1	21	7	39.7	SC-SM
			80				6.9	25	6	24.6	SC-SM
5											
			50	= 5.5" Reddish Brown CLAYEY SAND with Calcareous Particles			15.2	29	14	45.5	SC
				Tan CALICHE (some rock-like)							
10			100								
				Total Depth of Boring = 10.0 Feet							
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 10.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14030322 Reconstruction of Air Carrier Ramp Midland Int'l Air & Space Port, Midland, TX	Date: 03-22-2022	Type: Auger	BORING NO. B-2

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
				Pavement Section (4.75" HMAC; 3.5" Base)							
			16	Brown SILTY CLAYEY SAND w/Calcareous Part.			12.5	21	6	39.0	SC-SM
			22	Brown CLAYEY SAND with Calcareous Particles			14.8	23	9	41.1	SC
5											
			76				6.6	23	8	21.2	SC
				Tan CALICHE (some rock-like)							
10			100								
				Total Depth of Boring = 10.0 Feet							
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 10.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14030322 Reconstruction of Air Carrier Ramp Midland Int'l Air & Space Port, Midland, TX	Date: 03-22-2022	Type: Auger	BORING NO. B-3

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDW pcf	UC tsf	MC	LL	PI	%-200	SOIL CLASS
				Pavement Section (4.75" HMAC; 3.5" Base)							
			91	Brown CLAYEY SAND with Calcareous Particles			9.9	23	8	30.6	SC
			13				14.0	28	10	45.8	SC
5											
			46	Tan CALICHE (some rock-like)							
10			44				12.9	49	15	17.6	SM
				Total Depth of Boring = 10.0 Feet							
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 10.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14030322 Reconstruction of Air Carrier Ramp Midland Int'l Air & Space Port, Midland, TX	Date: 03-22-2022	Type: Auger	BORING NO. B-4

City Council Meeting

Item Number: 16

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Justine Ruff, Director

Subject: MOTION AUTHORIZING THE MAYOR AND THE CITY ATTORNEY TO EXECUTE AN ATP GRANT AGREEMENT IN ORDER TO RECEIVE AN ESTIMATED AMOUNT OF $2,800,00.00 FOR THE DESIGN WORK ASSOCIATED WITH THE REPLACEMENT AND MODERNIZATION OF THE HVAC AND RELATED SYSTEMS, RESTROOMS, AND PASSENGER SCREENING AREA AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT TERMINAL BUILDING (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

Motion authorizing the Mayor and City Attorney to execute Federal Aviation Administration Terminal ATP Grant (expected to be Grant #73) in order to receive grant funds for the design of the replacement and modernization of the Terminal Building's HVAC and related systems, restrooms, and passenger screening area.

Recommended City Council Action:

Approve

Fiscal Impact:

Estimated Grant Proceeds	$2,800,000

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

In anticipation of the receipt of the recently announced Terminal ATP Grant (expected to be Federal Grant #73) in the estimated amount of $2,800,000, the Department of Airports is requesting City Council's approval to allow the Mayor and the City Attorney to execute this grant agreement upon receipt. These grant proceeds will be used for the design of the replacement and modernization of the Terminal Building's HVAC and related systems, restrooms, and passenger screening area.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 17

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Laurie M. Williams, Interim Community Services Director

Subject: **MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INC.; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND; SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED SERVICES THROUGH THE USE OF CITY-OWNED PROPERTY AND FACILITIES. (DISTRICT: ALL) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INC.; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND; SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED SERVICES THROUGH THE USE OF CITY-OWNED PROPERTY AND FACILITIES.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of the City's athletic facilities are carried in the current operating budgets of the Parks and Sports Complex Divisions. The city, if funds are available and budgeted, can match an association's funds for capital improvement projects, as provided by the sports agreements.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Through the sports agreements, the associations agree to provide recreational sports programs to the citizens of Midland. The associations handle advertisement, sign-ups, and scheduling of seasonal competition and tournaments. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

The sports agreements will again require $1 million liability insurance naming the City of Midland as an additional insured.

Due to future revisions, all sports agreements will terminate on August 31, 2024, and new agreements will be implemented.

Morris Williams Jr.

City Manager's Office

MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INCORPORATED SPORTS AGREEMENT

This Agreement entered into and effective this 19th day of March, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland United Girls Softball Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, organized sanctioned teams and other services related to softball for young women ages eighteen (18) and younger at MUGS Softball Complex at Ulmer Park. Association shall have the right to collect fees and income generated by Association's activities for young women ages eighteen (18) and younger. This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I. DEFINITIONS

A. **Park Property -** any property owned by the City of Midland and designated or deemed by City to be park property.

B. **Playing Field** - any single area of Park Property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field(s)** - eleven (11) playing fields, as agreed by Association, the City Manager and the Recreation Manager, reserved for Association's championship games or

tournaments, comprised of the nine (9) softball fields and two (2) tee ball fields within the Freddie Ezell Complex at Ulmer Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of the eleven (11) Championship Fields for the sole purpose of conducting recreational games and practice sessions. Said Championship Field(s) may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve the playing surface, provided all of the following requirements are met:

1. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field(s);

2. Association understands and agrees that City retains an unlimited right of entry upon said Championship Field(s), as well as any other Park Property, at any time and for any purpose whatsoever;

3. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and that City's allowance of the designation and locking of any Championship Field(s) in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field(s) or any other Park Property;

4. Association understands and agrees that the right to designate and lock any such Championship Field(s) is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields;

4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable;

5. Making major repairs to City-owned equipment and fixtures; and

6. Grooming of turf fields at least once biweekly during Association's softball season.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and practice sessions. Appropriateness will be determined by City.

M. Provide Association with exclusive access and use of certain designated concession facilities during Association's scheduled events; provided, however, that City may rent or otherwise provide access and use of said designated concession facilities to other persons or entities when Association is not using the concession facilities during a scheduled event. The decision regarding which concession facilities are to be designated for Association's exclusive access and use shall be in the sole and absolute discretion of the Director of Community Services or her designee.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two (2) working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary bases, markers or goals;

3. Providing personnel, equipment and materials necessary to drag infields, foul lines or batter boxes if applicable; and

4. Dragging skinned infields for all games if applicable.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields “unplayable” for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to City no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City’s Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association’s use of an outside food vendor is in the sole and absolute discretion of City’s Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association’s administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall

constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from March 19, 2024, through August 31, 2024. Thereafter, this Agreement may be extended upon written agreement, by mutual consent, of the parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a Community of Pecuniary

Interest or An Equal Right of Control which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII

INTENTIONALLY OMITTED

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either (i) uses Park Property for the performance of the sport activity pursuant to this Agreement, (ii) maintains equipment on any Playing Field, or (iii) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured. Said insurance shall protect City and Association against any

and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Article shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not

deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this Article. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert

inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX. INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY

INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH ASSOCIATION OR ASSOCIATION'S EMPLOYEES, AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue of whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County,

Texas. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Recreation Manager at the same address
If to Association:	Midland United Girls Softball Association, Inc. P.O. Box 10574 Midland, Texas 79702

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by

locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE

CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND ASSOCIATION. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII. GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

City's approval of this Agreement does not create a third-party beneficiary. There are no third-party beneficiaries to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or any other rights hereunder.

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX. CONSIDERATION

City and Association agree that this Agreement is supported by good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association's claim for damages under Chapter 271 of

the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Association agrees that the requirements of this entire Agreement are reasonable.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

_____
Marcia Bentley-German, City Secretary

CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Laurie Williams, Interim Community Services Director

[Signature Page Follows]

MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Midland United Girls Softball Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this __ day of _____, 2024.

_____
Notary Public, State of Texas

WEST TEXAS BMX
SPORTS AGREEMENT

This Agreement entered into and effective this 19th day of March, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and West Texas BMX ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, and other services related to BMX riding and racing at Reyes/Mashburn/Nelms Park. Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude City or Association from soliciting and hosting national BMX events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be Park Property.

B. **Racetrack** - any single area of Park Property, located at Reyes/Mashburn/Nelms Park, which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field** - one racetrack, as agreed by Association and the City Manager, reserved for Association's championship BMX events or tournaments.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting BMX events and practice sessions. In addition, at the discretion of the City Manager and with advice from the Recreation Manager, Association may be allowed to designate one (1) racetrack as a Championship Field. Said Championship Field may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve its playing surface, provided all of the following requirements are met:

1. Selection of the one (1) Championship Field must be approved in writing, and in advance, by the City Manager;
2. If applicable, a proposed fence plan for said Championship Field must be approved by the City Manager;
3. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field;

4. Association understands and agrees that City retains an unlimited right of entry upon said Championship Field, as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and City's allowance of the designation and locking of any Championship Field in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager at his sole discretion;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of Racetrack area once a week during the growing season, adjustments may be made for BMX events;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in track areas;

4. Making major repairs to City-owned equipment and fixtures; and

5. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled BMX events, and electricity for scheduled practices.

H. Provide all maintenance for trees and shrubs surrounding Racetrack as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled BMX events and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of BMX events, Association shall furnish the Parks and Recreation Division of City a complete schedule of all BMX events and practices to occur during the season, including all races and special BMX events. Such schedule shall be

supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct the BMX events.

E. Prepare racetracks prior to BMX events, including:

1. Marking or cutting any and all necessary lines on racetracks;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare BMX facility; and

4. Preparing racing surface for all BMX events.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a

written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, mowers, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the

scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from March 19, 2024, through August 31, 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and

subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a Community of Pecuniary Interest or An Equal Right of Control which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII

INTENTIONALLY OMITTED

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. If Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior

to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by

City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH ASSOCIATION OR ASSOCIATION'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the

premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and

interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

A. Waiver. No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to

have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Recreation Manager at the same address
If to Association:	West Texas BMX PO Box 9602

Midland, TX 79708

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled BMX events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE

IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND ASSOCIATION. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

City's approval of this Agreement does not create a third-party beneficiary. There are no third-party beneficiaries to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or any other rights hereunder.

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

As a prerequisite for Association filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST: CITY OF MIDLAND, TEXAS

_____ _____

Marcia Bentley-German, City Secretary Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____

Laurie Williams, Interim Community Services Director

WEST TEXAS BMX

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day_____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the West Texas BMX.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas

MIDLAND JUNIOR BASEBALL ASSOCIATION, INCORPORATED
SPORTS AGREEMENT

This Agreement entered into and effective this 19th day of March, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland Junior Baseball Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to baseball activities for young men ages Nineteen (19) and younger at Beal Park, Butler Park, CJ Kelly Park, Hogan Park, Reyes/Mashburn/Nelms Park, and Windlands Park. Association shall have the right to collect fees and income generated by Association's baseball activities for young men ages Nineteen (19) and younger. This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I. DEFINITIONS

A. **Park Property -** any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field(s)** - nine (9) playing fields, as agreed by Association, the City Manager and the Recreation Manager, reserved for Association's championship games or

tournaments, comprised of Little League Fields #1 and #2 at Beal Park, Little League Fields #1 and #2 at Butler Park, Little League Field #1 at C.J. Kelly Park, Little League Fields #1 and #2 at Reyes/Mashburn/Nelms Park, and Little League Fields #1 and #2 at Windlands Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of the nine (9) Championship Fields for the sole purpose of conducting games and practice sessions. Said Championship Field(s) may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve the playing surface, provided all of the following requirements are met:

1. Selection of Championship Field(s) must be approved in writing, and in advance, by the City Manager;

2. If applicable, a proposed fence plan for said Championship Field(s) must be approved by the City Manager, with Association paying all costs associated with said fence;

3. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field(s);

4. Association understands and agrees that the City retains an unlimited right of entry upon said Championship Field(s), as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and that City's allowance of the designation and locking of any Championship Field(s) in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field(s) or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field(s) is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable;
5. Making major repairs to City-owned equipment and fixtures; and
6. Grooming of turf fields at least once biweekly during Association's baseball season.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Associations scheduled games and practice sessions. Appropriateness will be determined by City.

M. Provide Association with exclusive access and use of certain designated concession facilities during Association's scheduled events; provided, however, that City may rent or otherwise provide access and use of said designated concession facilities to other persons or entities when Association is not using the concession facilities during a scheduled event. The decision regarding which concession facilities are to be designated for Association's exclusive access and use shall be in the sole and absolute discretion of the Director of Community Services or her designee.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for

Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary bases, markers or goals;

3. Providing personnel, equipment and materials necessary to drag infields, foul lines or batter boxes if applicable; and

4. Dragging skinned infields for all games if applicable.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital

improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the “Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division about facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of the City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from March 19, 2024, through August 31, 2024.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a Community of Pecuniary Interest or "An Equal Right of Control which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make

these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII

INTENTIONALLY OMITTED

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either (i) uses Park Property for the performance of the sport activity pursuant to this Agreement, (ii) maintains equipment on any Playing Field, or (iii) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The

insurance provided pursuant to this Article shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this Article. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article

have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX. INDEMNITY

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY

INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH ASSOCIATION OR ASSOCIATION'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND

ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official

depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Recreation Manager at the same address
If to Association:	Midland Junior Baseball Association, Inc. P.O. Box 52101 Midland, Texas 79710

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property pursuant to the terms of this Agreement during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the

Director of Community Services or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY

EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND ASSOCIATION. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII. GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

City's approval of this Agreement does not create a third-party beneficiary. There are no third-party beneficiaries to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or any other rights hereunder.

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS,

DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX. CONSIDERATION

City and Association agree that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its legal representative shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association relies to establish its claim; and a failure to so

notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether City has actual or constructive notice or knowledge of said claim or alleged damages. Association agrees that the requirements of this entire Agreement are reasonable.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST: CITY OF MIDLAND, TEXAS

_____ _____

Marcia Bentley-German, City Secretary Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____

Laurie Williams, Interim Community Services Director

MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Midland Junior Baseball Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas

TEXAS CRICKET CLUB
SPORTS AGREEMENT

This Agreement entered into and effective this 19th day of March, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and the Texas Cricket Club ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, organized sanctioned teams and other services related to cricket at Beal Park. Association shall have the right to collect fees and income generated by Association's cricket activities. This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be Park Property.

B. **Playing Field** - any single area of Park Property which has been improved in any way to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field** - one playing field, as agreed by Association and the City Manager, reserved for Association's championship games or tournaments, comprised of one (1) cricket field at Beal Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions. In addition, at the discretion of the City Manager and with advice from the Recreation Manager, Association may be allowed to designate one (1) Playing Field as a "Championship Field.' Said Championship Field may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve its playing surface, provided all of the following requirements are met:

1. Selection of the one (1) Championship Field must be approved in writing, and in advance, by the City Manager;
2. If applicable, a proposed fence plan for said Championship Field must be approved by the City Manager;

3. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field;

4. Association understands and agrees that City retains an unlimited right of entry upon said Championship Field, as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and City's allowance of the designation and locking of any Championship Field in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable; and
5. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. When feasible, coordinate with Association at least thirty (30) days in advance of any closure of the playing fields due to construction for the purpose of identifying alternative playing fields for Association's use during said construction.

L. Coordinate with Association regarding provision and permitting/licensing of vendors.

Allow Association first priority, as appropriate, in the scheduling of Associations scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary bases, markers or goals;

3. Providing personnel, equipment and materials necessary to drag infields, foul lines or batter boxes if applicable; and

4. Dragging skinned infields for all games if applicable.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the "Facilities Director,' who shall be responsible for all communications with the Parks and Recreation Division regarding facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the "City Liaison.'

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

A. Abide by all requirements and obligations as set out in this Agreement.

B. City reserves the right to declare the fields “unplayable” for games and practice due to wet and adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City’s Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association’s use of an outside food vendor is in the sole and absolute discretion of City’s Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association’s administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City’s termination of this

Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from March 19, 2024, through August 31, 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a Community of Pecuniary Interest' or An Equal Right of Control' which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII

INTENTIONALLY OMITTED

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per

occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises' shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE

REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH ASSOCIATION OR ASSOCIATION'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color,

national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII - ASSIGNMENT

Association shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-

defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

A. Waiver. No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to

have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Recreation Manager at the same address
If to Association:	Texas Cricket Club 5200 Sunshine Parkway Midland, TX 79701

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement

conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled games and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION BRINGS OR COMMENCES ANY

LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND ASSOCIATION. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

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ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

City's approval of this Agreement does not create a third-party beneficiary. There are no third-party beneficiaries to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or any other rights hereunder.

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

As a prerequisite for Association filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association's claim for damages under Chapter 271 of

the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

_____
Marcia Bentley-German, City Secretary

CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Laurie Williams, Interim Community Services Director

[Signature Page Follows]

TEXAS CRICKET CLUB

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Texas Cricket Club.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas

YMCA OF MIDLAND
SPORTS AGREEMENT

This Agreement entered into and effective this 19th day of March, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and YMCA of Midland ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, and other services related to flag football, kickball, and soccer activities for youth and adult participants at Hogan Park. Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude City or Association from soliciting and hosting national flag football events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be Park Property.

B. **Playing Field** - any single area of Park Property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which will include:

1. Mowing of playing fields area once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields;

4. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing field as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of youth sporting events, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare for youth sporting activities; and

4. Preparing playing field for all games.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, mowers, etc.).

M. Pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by The Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use

of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from March 19, 2024, through August 31, 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a Community of Pecuniary

Interest or An Equal Right of Control which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII

INTENTIONALLY OMITTED

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains

equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined-single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this

paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY

DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

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ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

A. Waiver. No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official

depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Recreation Manager at the same address
If to Association:	YMCA of Midland 800 N. Big Spring Street Midland, Texas 79701

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

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City's approval of this Agreement does not create a third-party beneficiary. There are no third-party beneficiaries to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or any other rights hereunder.

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT

LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

City and Association agree that this Agreement is supported by and has good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

As a prerequisite for Association filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Association that Association's notice is insufficient. City reserves the right to

request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST: CITY OF MIDLAND, TEXAS

_____ _____

Marcia Bentley-German, City Secretary Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____

Laurie Williams, Interim Community Services Director

[Signature Page Follows]

YMCA OF MIDLAND

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the YMCA of Midland.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas

MIDLAND SOCCER ASSOCIATION, INCORPORATED
SPORTS AGREEMENT

This Agreement entered into and effective this 19th day of March, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland Soccer Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, organized sanctioned teams and other services related to recreational soccer for adults and youth at Butler Park, Hogan Park, and Windlands Park. Association shall have the right to collect fees and income generated by Association's soccer activities for adults and youth. This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I. DEFINITIONS

A. **Park Property** - any property owned by the City of Midland, Texas, and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields; and

4. Making major repairs to City-owned equipment and fixtures.

E. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

F. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

G. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

H. Respond to emergency maintenance requests on a priority basis as determined by City.

I. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

J. Coordinate with Association regarding provision and permitting/licensing of vendors.

K. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled recreational games and practice sessions. Appropriateness will be determined by City.

L. Provide Association with exclusive access and use of certain designated concession facilities during Association's scheduled events; provided, however, that City may rent or otherwise provide access and use of said designated concession facilities to other persons or entities when Association is not using the concession facilities during a scheduled event. The decision regarding which concession facilities are to be designated for Association's exclusive access and use shall be in the sole and absolute discretion of the Director of Community Services or her designee.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two (2) working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for

Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking any and all necessary lines on playing fields; and

2. Providing any and all necessary bases, markers or goals.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole

and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to the City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division regarding facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS

to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare fields "unplayable" for games and practice due to wet or adverse weather.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. For the avoidance of doubt, the term "third party" as used herein shall apply to non-recreational teams, including, but not limited to, select teams and academy teams. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from March 19, 2024, through August 31, 2024.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and

Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a Community of Pecuniary Interest or An Equal Right of Control which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII

INTENTIONALLY OMITTED

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either (i) uses Park Property for the performance of the sport activity pursuant to this Agreement, (ii) maintains equipment on any Playing Field, or (iii)

excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office.

Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of insurance or insert

inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX. INDEMNITY

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY,

CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH ASSOCIATION OR ASSOCIATION'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association

shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The decision regarding whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the

Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official

depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Recreation Manager at the same address
If to Association:	Midland Soccer Association, Inc. 3500 N. A Street Suite 1600 Midland, TX 79705

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated after the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND

ASSOCIATION. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII. GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

City's approval of this Agreement does not create a third-party beneficiary. There are no third-party beneficiaries to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or any other rights hereunder.

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX. CONSIDERATION

City and Association agree that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its legal representative, shall give the City Manager notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas

Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether City has actual or constructive notice or knowledge of said claim or alleged damages. Association agrees that the requirements of this entire Agreement are reasonable.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

_____
Marcia Bentley-German, City Secretary

CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Laurie Williams, Interim Community Services Director

MIDLAND SOCCER ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day_____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Midland Soccer Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas

UNDER THE LIGHTS FLAG FOOTBALL LEAGUE
SPORTS AGREEMENT

This Agreement entered into and effective this 19th day of March, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Under the Lights Flag Football League ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, and other services related to flag football activities for youth and adult participants at CJ Kelly Park and the Scharbauer Sports Complex. Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude City or Association from soliciting and hosting national flag football events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I- DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be Park Property.

B. **Playing Field** - any single area of Park Property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which will include:

1. Mowing of playing fields area once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields;

4. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing field as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of flag football events, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare flag football facility; and

4. Preparing playing field for all flag football events.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division regarding facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, mowers, etc.).

M. Pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or

apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from March 19, 2024, through August 31, 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a Community of Pecuniary Interest or An Equal Right of Control which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an

independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII

INTENTIONALLY OMITTED

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. If Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance

companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this

article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY

INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH ASSOCIATION OR ASSOCIATION'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS

WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII - ASSIGNMENT

Association shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

A. Waiver. No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official

depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Recreation Manager at the same address
If to Association:	Under the Lights Flag Football 6007 Oak Creek Drive Midland, TX 79707

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled flag football events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the

Director of Community Services or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT

UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND ASSOCIATION. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

City's approval of this Agreement does not create a third-party beneficiary. There are no third-party beneficiaries to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or any other rights hereunder.

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT

LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

As a prerequisite for Association filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Association that Association's notice is insufficient. City reserves the right to

request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST: CITY OF MIDLAND, TEXAS

_____ _____

Marcia Bentley-German, City Secretary Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____

Laurie Williams, Interim Community Services Director

UNDER THE LIGHTS
FLAG FOOTBALL LEAGUE

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Under the Lights Flag Football League.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas

BOYS AND GIRLS CLUB OF THE PERMIAN BASIN
SPORTS AGREEMENT

This Agreement entered into and effective this 19th day of March, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation (City), and Boys and Girls Club of the Permian Basin (Association).

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, and other services related to flag football and soccer activities for youth and adult participants at Taylor Park. Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude City or Association from soliciting and hosting national flag football/soccer events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be Park Property.

B. **Playing Field** - any single area of Park Property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

Director of Community Services - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which will include:

1. Mowing of playing fields area once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing field as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled flag games and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of the activities contemplated by this Agreement, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare flag football facility; and

4. Preparing playing field for all games.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the “Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association’s Board of Directors as a non-voting member known as the “ City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, mowers, etc.).

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by The Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use

of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from March 19, 2024, through August 31, 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a Community of Pecuniary

Interest or An Equal Right of Control which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII

INTENTIONALLY OMITTED

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. If Association maintains equipment on

City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this

paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING

REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH ASSOCIATION OR ASSOCIATION'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS

WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon a non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

A. Waiver. No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to City: City of Midland
P.O. Box 1152

	Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Recreation Manager at the same address
If to Association:	Boys and Girls Club of the Permian Basin Taylor Park Facility 1321 S. Goode St. Midland, Texas 79701

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations,

fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled flag football events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND

INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND ASSOCIATION. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

City's approval of this Agreement does not create a third-party beneficiary. There are no third-party beneficiaries to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or any other rights hereunder.

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

As a prerequisite for Association filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether City has actual or constructive notice or knowledge of said claim or alleged damages.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST: CITY OF MIDLAND, TEXAS

_____ _____

Marcia Bentley-German, City Secretary Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____

Laurie Williams, Interim Community Services Director

[Signature Page Follows]

BOYS AND GIRLS CLUB
OF THE PERMIAN BASIN

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Boys and Girls Club of the Permian Basin.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas

MIDLAND SOFTBALL ASSOCIATION, INCORPORATED
SPORTS AGREEMENT

This Agreement entered into and effective this 19th day of March, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland Softball Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, organized sanctioned teams and other services related to softball activities for persons ages fifteen (15) and older at the Bill Williams Softball Complex at Hogan Park. Association shall have the right to collect fees and income generated by Association's softball activities for persons ages fifteen (15) and older. This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I. DEFINITIONS

A. **Park Property -** any property owned by City and designated or deemed by City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field(s)** - six (6) playing fields, as agreed by Association, the City Manager and the Recreation Manager, reserved for Association's championship games or

tournaments, comprised of the six (6) adult softball fields within the Bill Williams Softball Complex at Hogan Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of the six (6) Championship Fields for the sole purpose of conducting games and practice sessions. Said Championship Field(s) may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve the playing surface, provided all of the following requirements are met:

1. Selection of Championship Field(s) must be approved in writing, and in advance, by the City Manager;
2. If applicable, a proposed fence plan for said Championship Field(s) must be approved by the City Manager, with Association paying all costs associated with said fence;

3. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field(s);

4. Association understands and agrees that City retains an unlimited right of entry upon said Championship Field(s), as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and that City's allowance of the designation and locking of any Championship Field(s) in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field(s) or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field(s) is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable;
5. Dragging infields prior to tournaments;
6. Making major repairs to City-owned equipment and fixtures;
7. Picking up fencing after tournaments; and
8. Grooming of turf fields at least once biweekly during Association's softball season.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Associations scheduled games and practice sessions. Appropriateness will be determined by City.

M. Provide Association with exclusive access and use of certain designated concession facilities during Association's scheduled events; provided, however, that City may rent or otherwise provide access and use of said designated concession facilities to other persons or entities when Association is not using the concession facilities during a scheduled event. The decision regarding which concession facilities are to be designated for Association's exclusive access and use shall be in the sole and absolute discretion of the Director of Community Services or her designee.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two (2) working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for

Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, game officials, and custodial staff needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;
2. Providing any and all necessary bases, markers or goals;
3. Providing personnel, equipment and materials necessary to drag infields and set pitching mounds, foul lines or batter boxes if applicable;
4. Setting pitching mounds for all games if applicable; and
5. Erecting temporary fencing as needed.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost.

Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events. For the avoidance of doubt, "Park Property and surrounding area" as referenced in the preceding sentence shall include the fields, dugouts, common areas and the parking lot. Association also agrees to place its equipment in storage following the end of the softball season.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the field "unplayable" for games or practice due to wet and adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said

fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from March 19, 2024, through August 31, 2024.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a Community of Pecuniary Interest or An Equal Right of Control which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII

INTENTIONALLY OMITTED

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either (i) uses Park Property for the performance of the sport activity pursuant to this Agreement, (ii) maintains equipment on any Playing Field, or (iii) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association

maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Article shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association

shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX. INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY

DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH ASSOCIATION OR ASSOCIATION'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE,

IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with

the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The decision regarding whether or not to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the

Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Recreation Manager at the same address
If to Association:	Midland Softball Association, Inc. 4487 Hackberry Ct. Midland, Texas 79707

The parties hereto may change the above designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL

RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND ASSOCIATION. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII. GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

City's approval of this Agreement does not create a third-party beneficiary. There are no third-party beneficiaries to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or any other rights hereunder.

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX. CONSIDERATION

City and Association agree that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the

amount for which Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether City has actual or constructive notice or knowledge of said claim or alleged damages. Association agrees that the requirements of this entire Agreement are reasonable.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST: CITY OF MIDLAND, TEXAS

_____ _____

Marcia Bentley-German, City Secretary Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____

Laurie Williams, Interim Community Services Director

[Signature Page Follows]

MIDLAND SOFTBALL ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Midland Softball Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas

City Council Meeting

Item Number: 18

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION GRANTING VARIANCES FOR THREE OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 931 FEET AND 959 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,882 FEET AND 1,910 FEET SOUTH OF WEST LOOP 250 NORTH); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 3) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Purpose:

Resolution approving the issuance of permits to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the following oil and gas wells: Knight 140 MIPA Unit H140LX; Knight 140 MIPA Unit H140MX; and Knight 140 MIPA Unit H140WX; said wells being generally located between 931 feet and 959 feet east of North A Street extension and between 1,882 feet and 1,910 feet south of West Loop 250 North. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. Per the City agreement requirements, Permian Deep Rock will be using 24 ft. tall sound walls on all sides of the location during drilling and fracing/completions. Truck traffic entry has a designated ROW coming off Big Spring Street and going to the well site and back out on Veterans Parkway. There will be a paid police presence for moving equipment to the well site. A closed loop system will be used for drilling operations and drillings will be hauled off site. The applications follow the recently updated transfer facility area for this pad.

Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

(1) requests variance to residence or commercial structure within 500 feet.
Knight 140 MIPA Unit H140LX variance of 221 feet.
Knight 140 MIPA Unit H140MX variance of 211 feet.
Knight 140 MIPA Unit H140WX variance of 232 feet.

(2) requests to allow for twenty-four-hour fracing operations.
(3) requests variance for the fence of the drill pad instead of individual well.
(4) requests a variance to the landscaping and irrigation to follow the Surface Agreement.
(5) requests variance to remove drill cuttings from the location per the Surface Agreement with the City of Midland.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Morris William Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION GRANTING VARIANCES FOR THREE OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 931 FEET AND 959 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,882 FEET AND 1,910 FEET SOUTH OF WEST LOOP 250 NORTH); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations,"Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested variances in order to allow said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on February 13, 2024; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds and determines that granting permits to Operator to drill oil and gas wells on the property described in Section Two hereof will not present a health or safety risk; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland, and variances are hereby granted for oil and gas wells to be located on the property described in Section Two hereof by allowing said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure subject to

the conditions of the permits authorized in Section Two.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

> Knight 140 MIPA Unit H140LX; Knight 140 MIPA Unit H140MX; and Knight 140 MIPA Unit H140WX;

located in Section 14, Block 39, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "C" and incorporated herein for all legal purposes.

SECTION THREE. That said permits do not require a new road repair agreement but shall be consolidated under the existing road repair agreement between Operator and the City of Midland for Operator's wells located on the property described in Section Two hereof.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on March 19, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated December 1, 2023, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

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Lori Merritt Blong, Mayor

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By: _____

Kyle M. Hammond

General Manager

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The location of Operator's Knight 140 MIPA Unit H140MX oil and gas well shall be 1,910 feet from the north line and 931 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 211 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
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The location of Operator's Knight 140 MIPA Unit H140WX oil and gas well shall be 1,882 feet from the north line and 959 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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By: _____

Kyle M. Hammond

General Manager

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 140 MIPA Unit H140LX

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1896' FNL & 945' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

Estella Peña
Notary Public, State of Texas

[S E A L]

STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

11/14/23

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

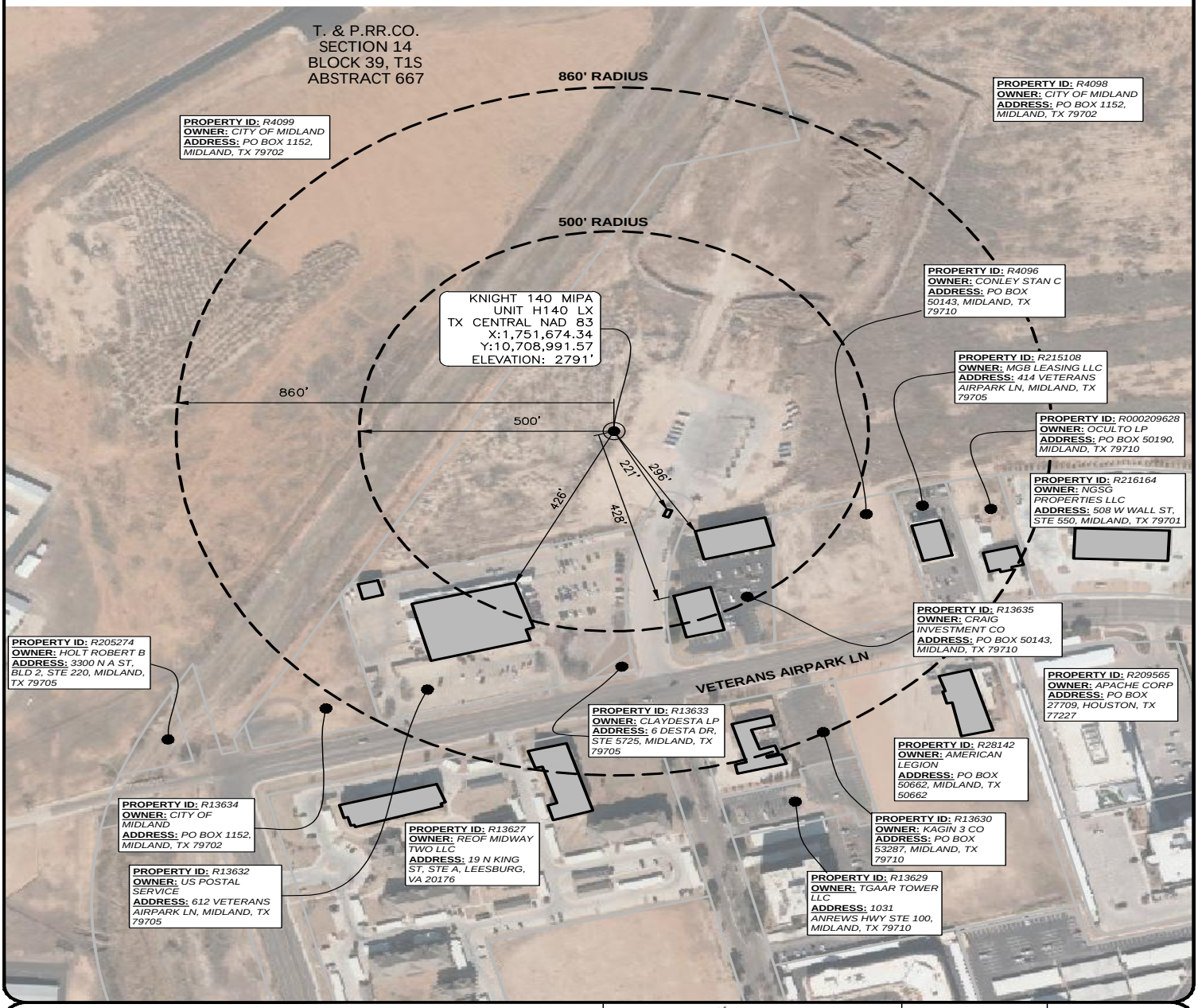
NOTES:

1.ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2.THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 10-13-2023

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 140 MIPA UNIT H140 LX

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 945' FSWL & 1,896' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

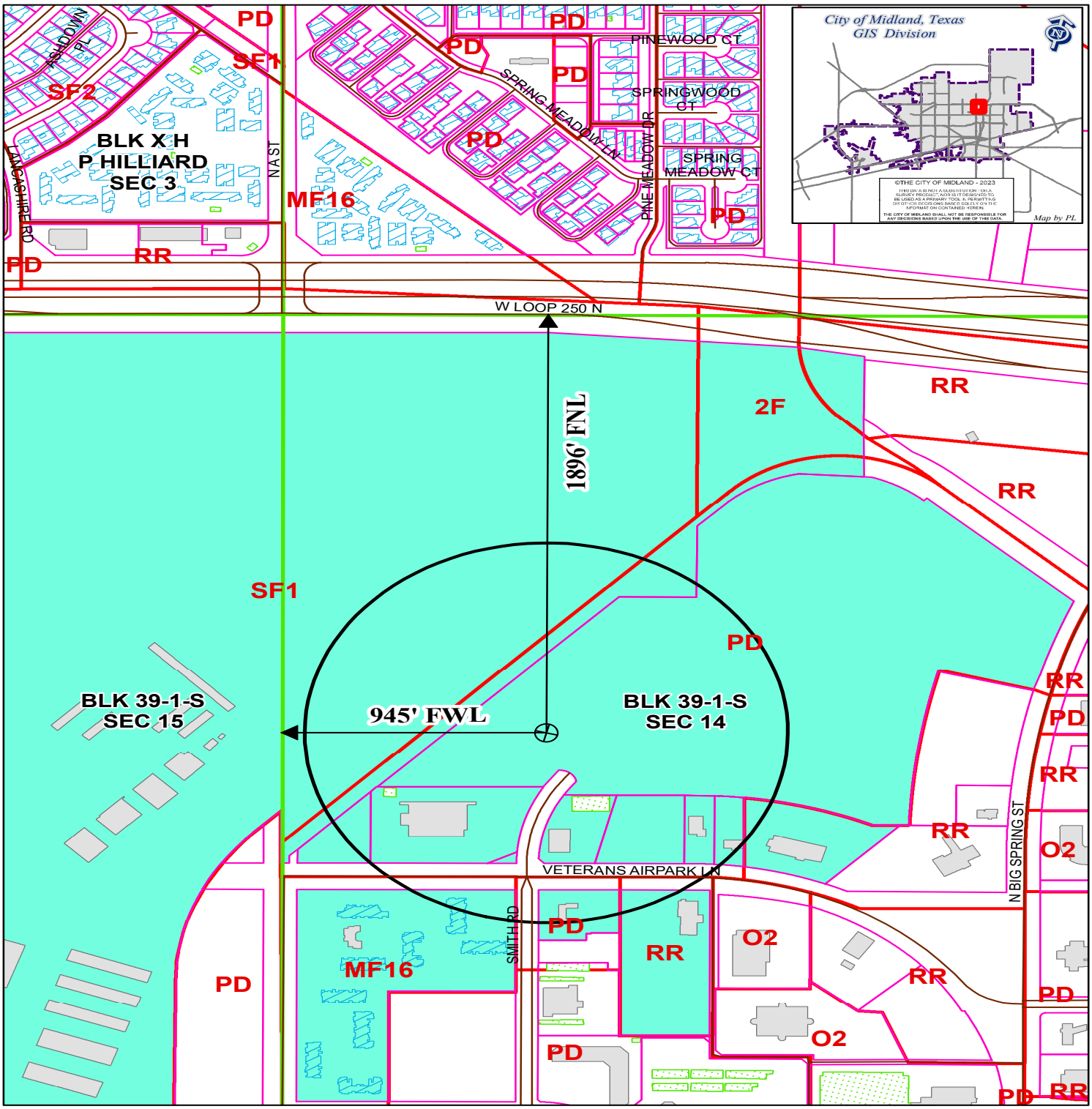
DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
01	11/2/23	REVISED SHL

JOB NAME	WELL RADIUS
JOB NO.	23001261

PACKET 18.27 March 19, 2024

Date: Nov 14, 2023, 1:52pm User ID: eluna
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\REV01\23001261 – Airpark East & West Pad Revisions – Knight 140 MIPA Unit H140 LX.dwg



LOCATION AND ZONING MAP

Oil - 056582 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,896' FNL and 945' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 945 feet east of North A Street extension and 1,896 feet south of W Loop 250 N.

Knight 140 MIPA Unit H140LX

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE		NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING		COMMERCIAL
MH	MOBILE HOME DWELLING	C1, C2, C3	
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on March 19, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated December 1, 2023, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Knight 140 MIPA Unit H140MX oil and gas well shall be 1,910 feet from the north line and 931 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from March 19, 2024, through March 19, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 211 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of March 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of March 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 140 MIPA Unit H140MX

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1910' FNL & 931' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

Estella Peña
Notary Public, State of Texas

[S E A L]

STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

11/14/23

WILLIAM S. ABRAHAM,
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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 10-13-2023

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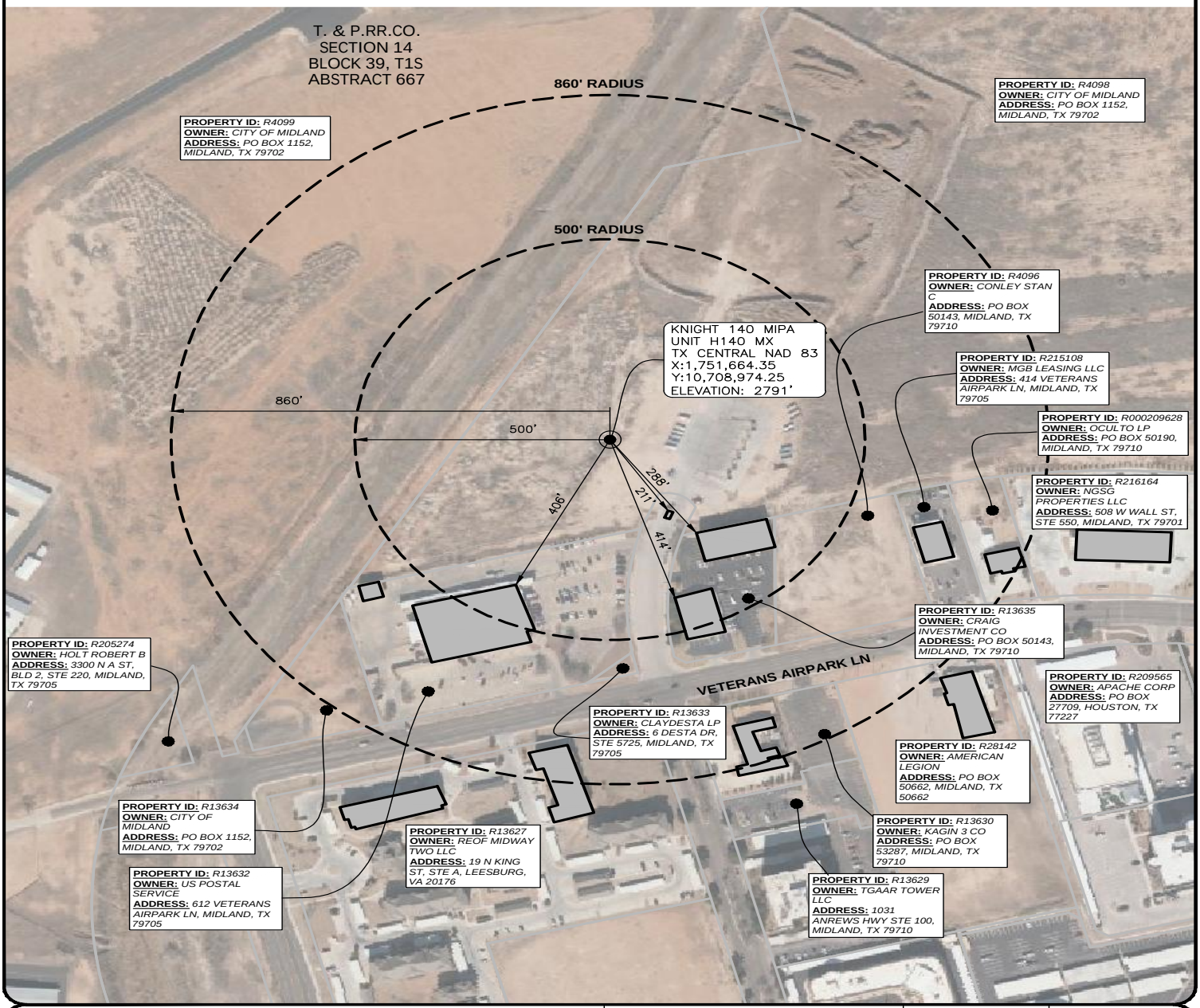

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 140 MIPA UNIT H140 MX

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 931' FSWL & 1,910' FNWL

NOTES:
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PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
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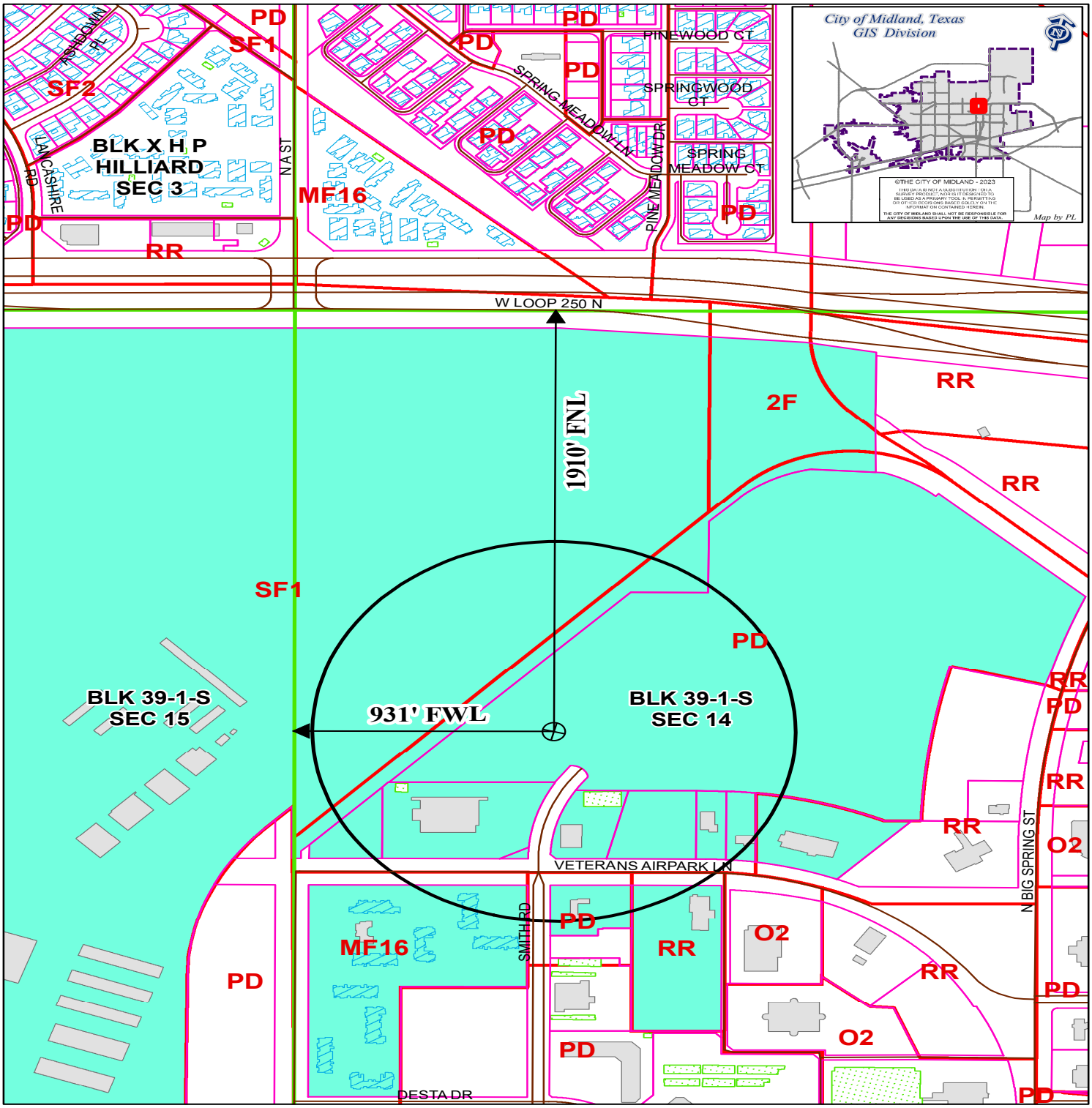
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
01	11-2-23	REVISED SHL

JOBNAME WELL RADIUS
JOB NO. 23001261

PACKET 18.37 March 19, 2024



LOCATION AND ZONING MAP

Oil - 056583 - 2023 **Scale: 1" = 500'**

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Generally located 931 feet east of North A Street extension and 1,910 feet south of W Loop 250 N.

Knight 140 MIPA Unit H140MX

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

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If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 232 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of March 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of March 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 140 MIPA Unit H140WX

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1882' FNL & 959' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

11/14/23

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

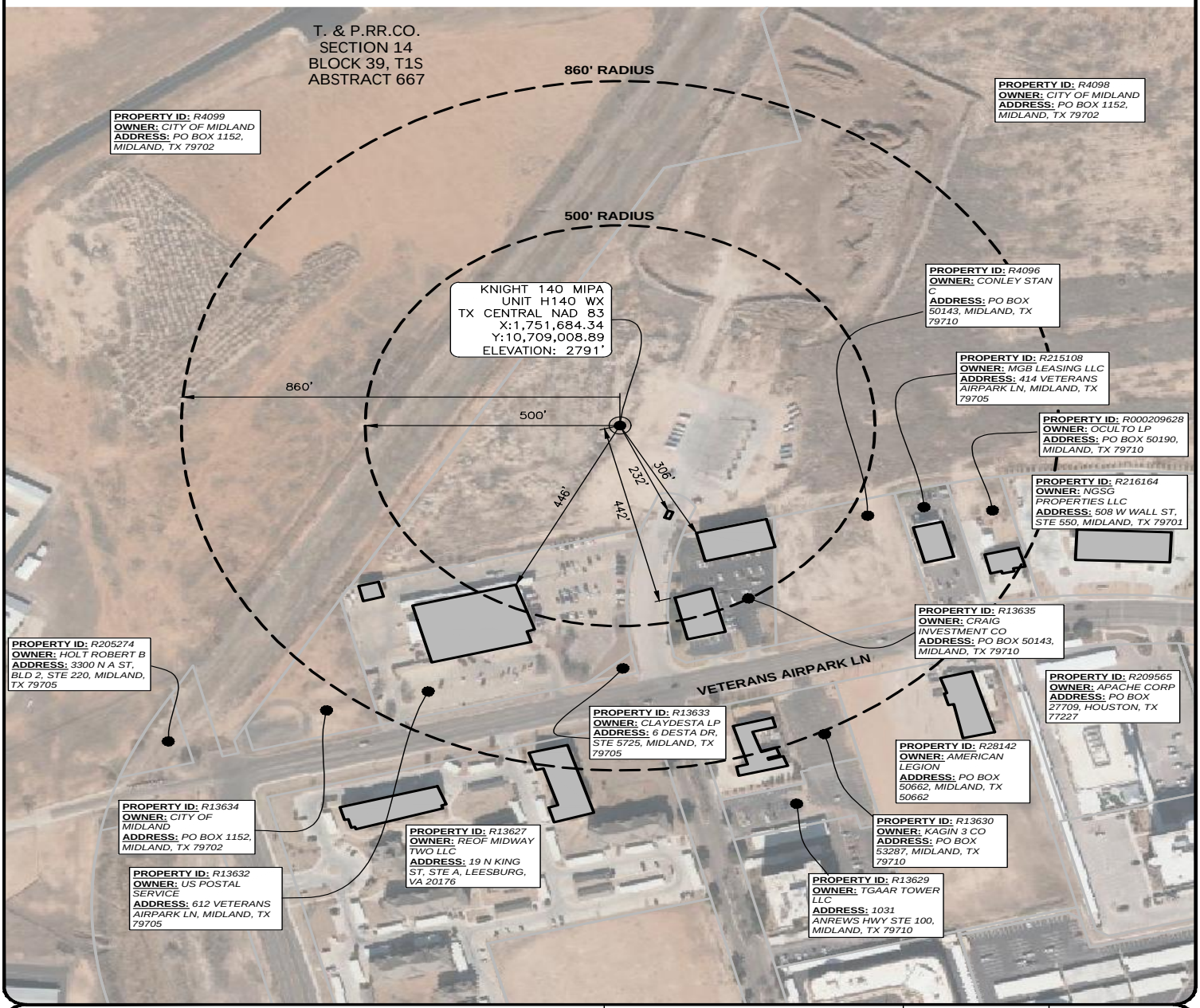
NOTES:

1.ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2.THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 10-13-2023

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 140 MIPA UNIT H140 WX

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 959' FSWL & 1,882' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

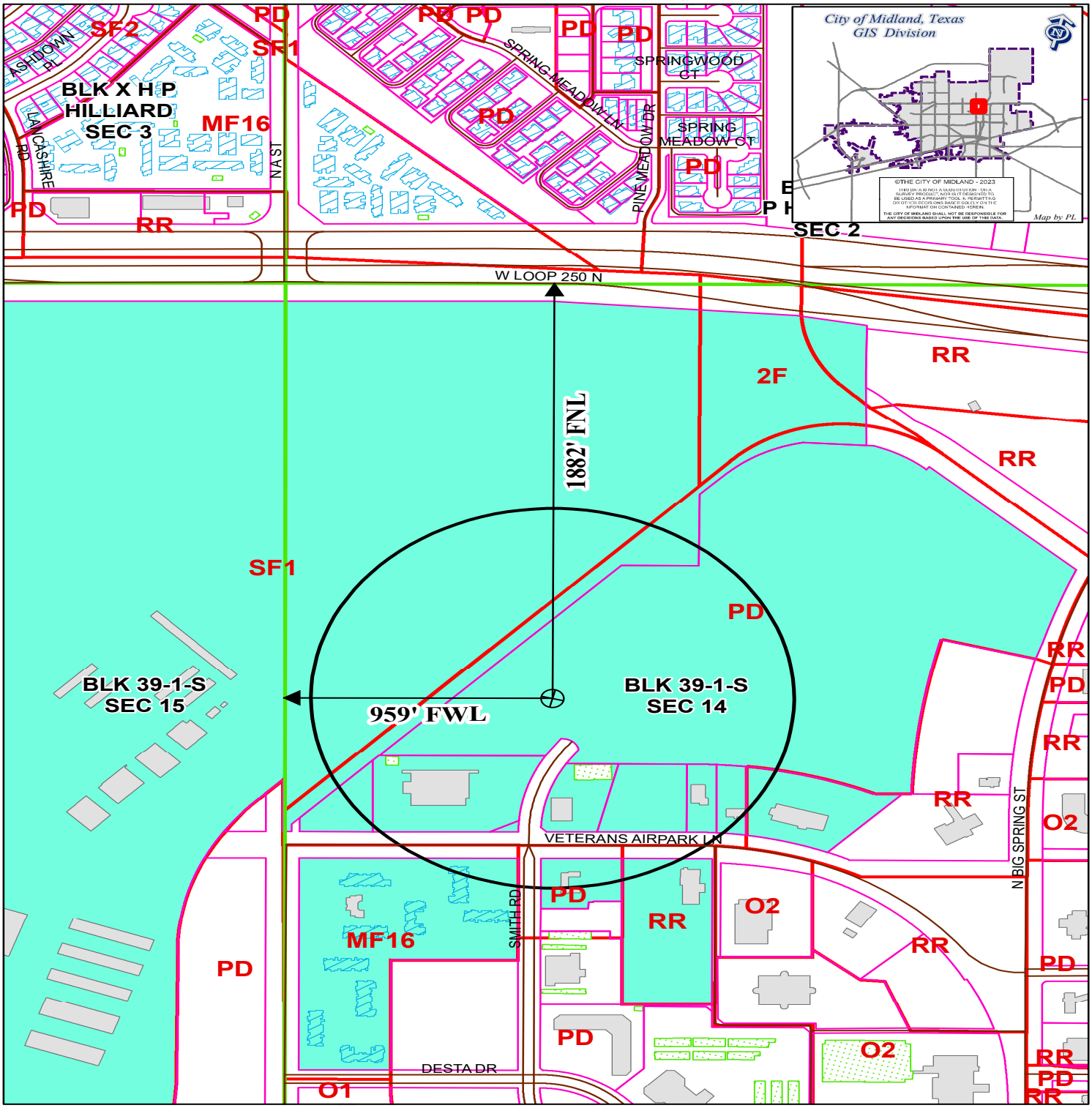
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
01	11/2/23	REVISED SHL

JOB NAME WELL RADIUS
JOB NO. 23001261



LOCATION AND ZONING MAP

Oil - 056584 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,882' FNL and 959' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 959 feet east of North A Street extension and 1,882 feet south of W Loop 250 N.

Knight 140 MIPA Unit H140WX

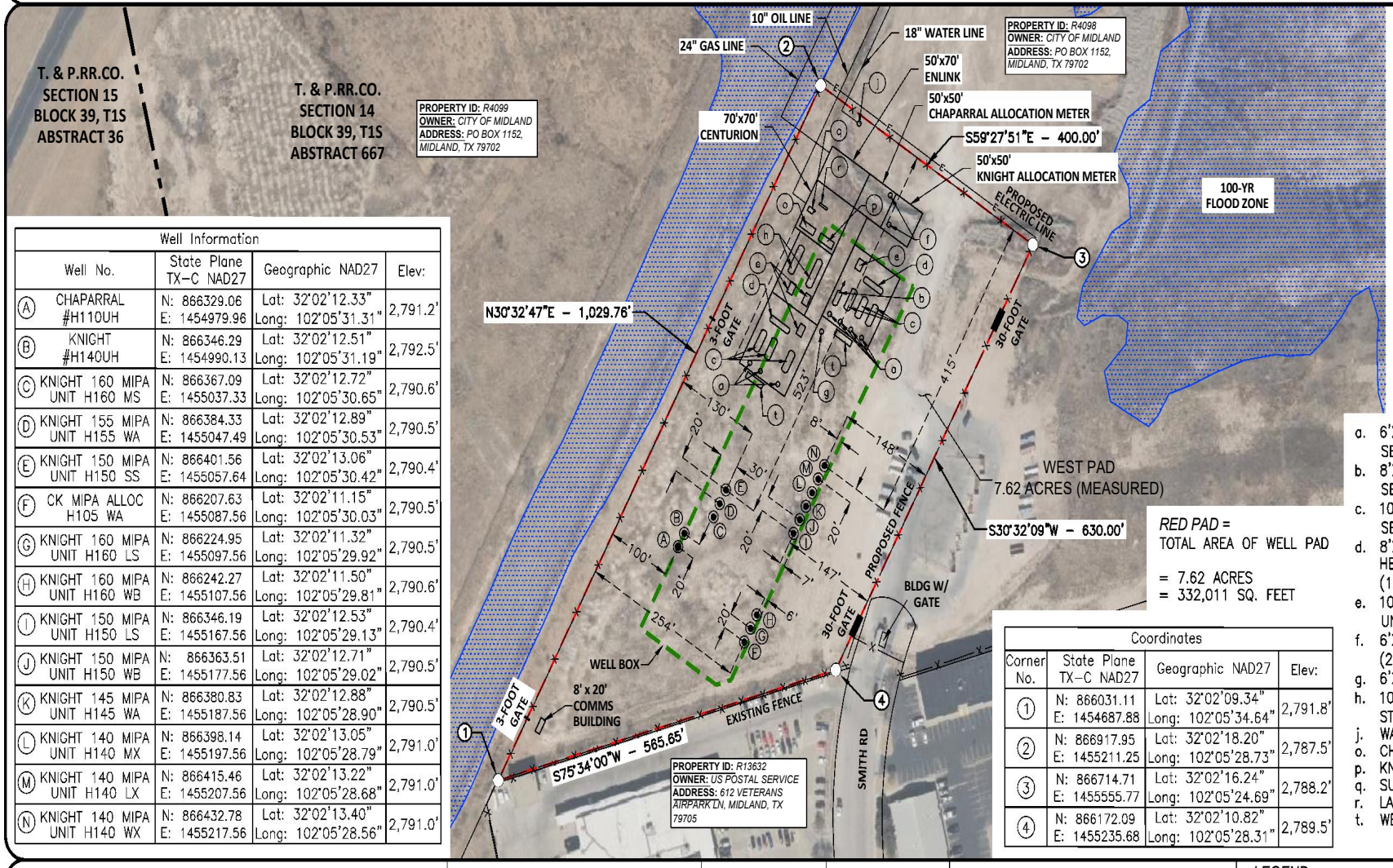
LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LRS	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND COUNTY, TEXAS



Well Information			
Well No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
(A) CHAPARRAL #H110UH	N: 866329.06 E: 1454979.96	Lat: 32°02'12.33" Long: 102°05'31.31"	2,791.2'
(B) KNIGHT #H140UH	N: 866346.29 E: 1454990.13	Lat: 32°02'12.51" Long: 102°05'31.19"	2,792.5'
(C) KNIGHT 160 MIPA UNIT H160 MS	N: 866367.09 E: 1455037.33	Lat: 32°02'12.72" Long: 102°05'30.65"	2,790.6'
(D) KNIGHT 155 MIPA UNIT H155 WA	N: 866384.33 E: 1455047.49	Lat: 32°02'12.89" Long: 102°05'30.53"	2,790.5'
(E) KNIGHT 150 MIPA UNIT H150 SS	N: 866401.56 E: 1455057.64	Lat: 32°02'13.06" Long: 102°05'30.42"	2,790.4'
(F) CK MIPA ALLOC H105 WA	N: 866207.63 E: 1455087.56	Lat: 32°02'11.15" Long: 102°05'30.03"	2,790.5'
(G) KNIGHT 160 MIPA UNIT H160 LS	N: 866224.95 E: 1455097.56	Lat: 32°02'11.32" Long: 102°05'29.92"	2,790.5'
(H) KNIGHT 160 MIPA UNIT H160 WB	N: 866242.27 E: 1455107.56	Lat: 32°02'11.50" Long: 102°05'29.81"	2,790.6'
(I) KNIGHT 150 MIPA UNIT H150 LS	N: 866346.19 E: 1455167.56	Lat: 32°02'12.53" Long: 102°05'29.13"	2,790.4'
(J) KNIGHT 150 MIPA UNIT H150 WB	N: 866363.51 E: 1455177.56	Lat: 32°02'12.71" Long: 102°05'29.02"	2,790.5'
(K) KNIGHT 145 MIPA UNIT H145 WA	N: 866380.83 E: 1455187.56	Lat: 32°02'12.88" Long: 102°05'28.90"	2,790.5'
(L) KNIGHT 140 MIPA UNIT H140 MX	N: 866398.14 E: 1455197.56	Lat: 32°02'13.05" Long: 102°05'28.79"	2,791.0'
(M) KNIGHT 140 MIPA UNIT H140 LX	N: 866415.46 E: 1455207.56	Lat: 32°02'13.22" Long: 102°05'28.68"	2,791.0'
(N) KNIGHT 140 MIPA UNIT H140 WX	N: 866432.78 E: 1455217.56	Lat: 32°02'13.40" Long: 102°05'28.56"	2,791.0'

RED PAD =
TOTAL AREA OF WELL PAD

= 7.62 ACRES
= 332,011 SQ. FEET

Coordinates			
Corner No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
(1)	N: 866031.11 E: 1454687.88	Lat: 32°02'09.34" Long: 102°05'34.64"	2,791.8'
(2)	N: 866917.95 E: 1455211.25	Lat: 32°02'18.20" Long: 102°05'28.73"	2,787.5'
(3)	N: 866714.71 E: 1455555.77	Lat: 32°02'16.24" Long: 102°05'24.69"	2,788.2'
(4)	N: 866172.09 E: 1455235.68	Lat: 32°02'10.82" Long: 102°05'28.31"	2,789.5'

a. 6'X15' VERT. 2 PH. PRODUCTION SEPARATOR, (250 PSI)
b. 8'X20' HORIZONTAL PRODUCTION SEPARATOR (TEST), (125 PSI)
c. 10'X30' HORIZONTAL PRODUCTION SEPARATOR (BULK), (125 PSI)
d. 8'X35' HORIZONTAL ELECTRIC OIL HEATER, (125 PSI)
e. 10'X15' VAPOR RECOVERY UNIT – 4 UNITS (80 PSI)
f. 6'X15' VERTICAL SCRUBBER, (250 PSI)
g. 6'X12' DIA. EMERGENCY TANK
h. 10'X40' HORIZONTAL OIL STABILIZER, (75 PSI)
j. WATER METER
o. CHAPARRAL LACT
p. KNIGHT LACT
q. SUMP TANK
r. LAUNCHER
t. WELL HEADER

STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL LAND SURVEYOR

11/14/23

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 2052

EXHIBIT "G"

KNIGHT WEST PAD WELLS
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667 OF THE CITY MIDLAND, MIDLAND COUNTY, TEXAS.

REV.	DRAWING NAME
5	EXHIBIT G - KNIGHT WEST PAD

PERMIAN DEEP ROCK OIL COMPANY

ATWELL

DRAWN	MA	DATE	03/14/23
CHECKED	LF	DATE	03/14/23
APP'D		DATE	
SCALE	1"=200'	PAGE	1 OF 2

REV#	DATE	DESC.
3-JEP	08/09/23	CLIENT UPDATES
4-JEP	09/15/23	REMOVE "S" ITEM
5-EL	11/13/23	CLIENT UPDATES

JOB NO. 19002229

N
W E
S
0' 100' 200'

LEGEND
PRODUCT LINE
PAD LINE
SURFACE HOLE LOCATION

NOTES
1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1927, US SURVEY FOOT, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON JULY, 2023.

PACKET 18.49 March 19, 2024

City Council Meeting

Item Number: 19

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF PAVILION PARK ADDITION, SECTION 15, BEING A REPLAT OF A 90.60-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND A PLAT OF A 10-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY MIDLAND COUNTY TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 1,155 FEET WEST OF NORTH FAIRGROUNDS ROAD) (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

WA Civil, LLC, on behalf of 3 Centavos, LLC, is requesting to replat a 90.60-acre tract of land out of Lot 8, Block 2, Pavilion Park Addition, Section 7, and plat a 10-acre tract of land out of Section 1, Block X, H.P. Hillard Survey, City and County Midland County, Texas into 149 lots for future residential development.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

The current zoning of the property is SF-2, Single-Family Dwelling District, in part, AE, Agricultural Estate District, in part, PD, Planned Development District for Housing Development (9272), in part, and SF-3, Single-Family Dwelling District, in part.

The Planning & Zoning Commission recommended approval of the preliminary plat on February 20, 2024.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

Approval pending in regard to the items brought forth by Ron Jenkins our oil and gas coordinator.

SURVEYOR: (Received)

Coordinates need to be shown in X&Y state plane format.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For the Applicant's information only.]

ROW: ROW okay as is. [For the Applicant's information only.]

PAVING: Internal paving improvements have not been submitted/accepted. Construct roads shown to City Standards for entire platted frontage. [Reference City Code Sect. 11-2-3(G)1]

WATER: Internal water improvements have not been submitted/accepted. Construct to City standards along entire platted frontage, serving all lots with looped system. [Reference City Code Sect. 11-2-3(G)1]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For the Applicant’s information only.]

PRO RATA: None. [For the Applicant’s information only.]

SEWER: Internal water improvements have not been submitted/accepted. Construct to City standards along entire platted frontage, serving all lots within the subdivision and to adjacent lot lines along exterior roadways. [Reference City Code Sect. 11-2-3(G)1]

DRAINAGE: Drainage letter has been approved for platting purposes. [For the Applicant’s information only.]

EASEMENTS: Show existing and proposed. [For the Applicant's information only.]

SIDEWALKS: Sidewalks required on collector/arterial roadway, along common areas and ADA ramps required at corners before public infrastructure is accepted. [Reference City Code Sect. 11-2-3(G)1]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

STREET NAME AND TRAFFIC CONTROL SIGN FEE – Estimated fee due at Final Plat submittal = 11 new intersections created at $500/intersection = $5,500. Fee shall be adjusted based on number of intersections if Final Plat is phased. [Reference City Code Section 11-2-5(C)3(t).]

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

FIRE: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

OIL AND GAS: (Approved)

Please identify the City permitted wells that are not included on the plat that are operated by Pioneer Resources to the South- approximately 8-10 wells. A 500 ft. radius and 135 ft. radius need to be identified around each permitted well that comes across the property being platted. Jeff Pinkstaff may be able help identify an existing blanket radius variance for these wells that would need to be identified on the plat. Would need to include the approved radius and resolution similar to the wells identified to the west. Any occupied residential/commercial building permits inside the 500 ft. radius will require a variance to the permitted well from the City Council. The variance request would need to be made thru the Building Official – Jeff Pinkstaff which will require council approval. Informational: Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No structure shall be built over an abandoned well.

GIS: (Approved)

Coordinates should be in feet instead of degrees minutes seconds. Calls are needed to draw lots and streets. Storm water management Ponds should be a Common Area with a drainage basin easement. See markup for revised lot and block numbering. Please provide recording information for dedication along east of this plat or say it is being rededicated with this plat.

(dedicated with Pavilion Park, Sec 7) Please provide coordinate for drill site to be excluded from replat. 50' Arco Pipeline easement should be in a lot or Common Area. (See markup)

PLANNING: (Approved with Conditions)

Label Pavilion Park, Section 13 to the north. [11-2-3(A)1(d)]

This proposed replat is located within a residential zoning district and will require a public hearing at the final phase. [11-2-7(A)2(b)]

Approval by the Council will be required prior to consideration of a final plat by the commission for any preliminary plat that is ten hectares (25 acres) or more in the area and involves any request for a variance from the regulations of this Chapter. [Midland City Code 11-2-3(D)11(a)(1)]

The property owner listed on the plat owns a portion of the property to be platted/replatted. A title opinion showing proof of ownership will be required at final plat submittal. [Informational]

We now have a Planning Division Manager who will act as Secretary of the Planning & Zoning Commission. His name is Xavier Bauguess. Please have him listed as the Secretary instead of Elizabeth Triggs. [Informational]

A portion of this property is zoned AE, Agricultural Estates District and has a minimum lot area of 2 acres which means a zone change will be required to match the SF-2, Single-Family Dwelling District. [Midland City Code 11-2-3 (D)4(h)]

For the final phase, remove the building footprints from the plat. No building footprint or location will be approved with this plat. [Informational]

Will the property be annexed into the existing HOA or will it have its own? If it is going to have its own, the Declaration of Restrictive Covenants will need to be submitted and approved by the Planning & Zoning Commission. The plat face will need to have a place for the recordation of the Declaration of Restrictive Covenants. It will say “Declaration of Restrictive Covenants Filed For Record Midland County, Texas.” It should have a place for the instrument number and the date it was recorded. [Midland City Code 11-2-3(D)4(c)]

Remove existing site details like the house from the plat. They are only necessary in the sketch phase. [11-2-3(C)2(b)(1)]

Lot 14, Block 3, does not meet the minimum lot width for the rear property line. Since the lot is disproportionate and the lot width for the front property line significantly exceeds the minimum requirement, it is fine. Just keep in mind that the building must adhere to the 5-foot side yard setback. The rear lot line might need to be increased to meet this setback. Lot 19, Block 3 is in a similar situation but with the front lot line. It may need to be lengthened. [Informational]

The width for Lot 1, Block 3, does not appear to meet the minimum lot width of 70 feet for the front property line even with half the distance of the corner clip included. The same can be said

for Lot 29, Block 3, but the rear width also does not meet the minimum. Please revise these lots. [11-1-5.04]

Staff recommends 1 acre of green space per 100 units. [Informational]

Staff recommends approval of the Preliminary Plat Pavilion Park Addition, Section 15, subject to conditions A and B.

Condition:

A. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas.

B. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; Midland City Code 11-2-3(D)11(a)(6).

Attachments:

Proposed Preliminary Plat
Application
Location Map
Zoning Map
Aerial

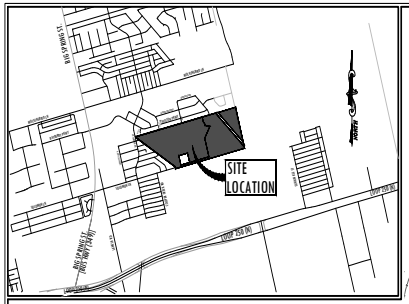
Morris Williams Jr.

City Manager's Office

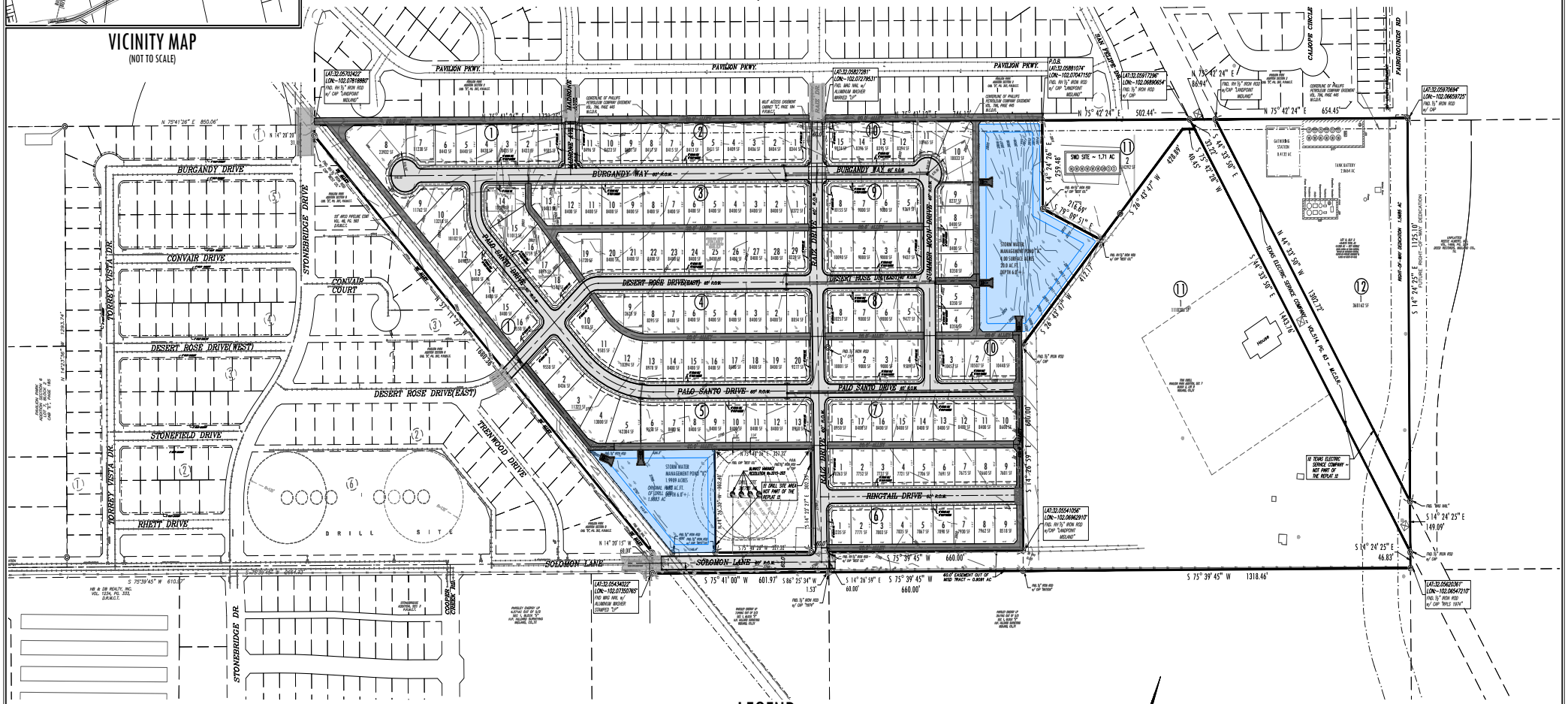
PRELIMINARY PLAT

PAVILION PARK ADDITION, SECTION 15

BEING A REPLAT OF A 90.60 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND A 10.00 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 'X' H.P. HILLARD SURVEY, CITY AND COUNTY MIDLAND TEXAS.



VICINITY MAP
(NOT TO SCALE)



LEGEND

◎	DENOTES FOUND MONUMENT AS NOTED
⋇	DENOTES EXISTING FIRE HYDRANT
×281.30 NG	DENOTES EXISTING TOPOGRAPHIC POINTS & ELEVATIONS
PP	DENOTES POWER POLE
	DENOTES BOUNDARY LINE
	DENOTES LOT LINE
	DENOTES SETBACK LINE[UTILITY EASEMENT, WHERE APPLICABLE]
	DENOTES EASEMENT LINE
	DENOTES EXISTING EASEMENT LINE
	DENOTES ADJACENT DEED OR PROPERTY LINE

W W W W W W	DENOTES EXISTING WATER LINE
S S S S S S	DENOTES EXISTING SANITARY SEWER
OH OH OH	DENOTES EXISTING ELECTRIC LINE
	DENOTES EXISTING FENCE LINE
	DENOTES FIBER OPTIC LINE
-XXXX-	DENOTES EXISTING CONTOURS
P.O.B.	DENOTES POINT OF BEGINNING
D.R.M.C.T.	DEED RECORD, MIDLAND COUNTY, TEXAS
M.C.D.R.	MIDLAND COUNTY DEED RECORDS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS

NORTH

0' 150' 300' 450'
SCALE 1" = 150'

NOTICE:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. ACCORDING TO FEMA FIRM PANEL(S) #48329C0087F DATED 9/16/2005, THE SITE IS LOCATED IN UNSHADED ZONE "X", DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
4. COORDINATES, BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
5. UNLESS OTHERWISE INDICATED, ALL EASEMENTS SHOWN HEREON ARE CREATED BY THIS PLAT.

PACKET 19.6

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET_____
DATE: _____ PAGE_____

OWNER:
3 CENTAVOS, LLC.
Scott Bowden | Managing Partner
4513 Santos Rosa Drive | Midland, TX 79707
(432) 967-1259 | scott@midlandreco.com

PENNELL LAND SURVEYING, LLC
SURVEYING FIRM #: 10193978
2030 W. Cuthbert
Midland, Texas 79701

March 19, 2024

JANUARY 2024

PAVILION PARK ADDITION, SECTION 15

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PRELIMINARY PLAT

PAVILION PARK ADDITION, SECTION 15

BEING A REPLAT OF A 90.60 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND A 10.00 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 'X' H.P. HILLARD SURVEY, CITY AND COUNTY MIDLAND TEXAS.

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, 3 CENTAVOS, LLC. is/are the record owner(s) of a tract of land situated in the H.P. Hilliard Survey, County of Midland, and more particularly described (as follows:(hereon). Being a replat of a 90.60 acre tract of land out of Lot 8, Block 2 Pavilion Park Addition Section 7, and a 10.0 acre tract of land out of Section 1, Block 'X' H.P. Hilliard Survey, City and County Midland Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, SCOTT BOWDEN of 3 CENTAVOS, LLC., do(es)hereby adopt this plat designating the the hereinabove described property as PAVILION PARK ADDITION, SECTION 15, an Addition to the City of Midland, Texas and hereby dedicate to the public use forever the streets, alleys, and easements (and parks)(and parkways)(and drainage basins) shown thereon.

WITNESS our hands at Midland, Texas, this

the _____ day of _____, 2024.

_____

By: SCOTT BOWDEN of 3 CENTAVOS, LLC.

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, SCOTT BOWDEN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as the authorized agent of 3 CENTAVOS, LLC., and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this

the _____ day of _____, 2024.

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, DURYN HENINGTON, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

Preliminary, this document shall not be recorded for any purpose.

_____

DURYN HENINGTON, R.P.L.S.6832
2030 W. Cuthbert
Midland, Texas 79701

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "PAVILION PARK ADDITION, SECTION 15", was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this

the _____ day of _____, 2024.

_____

LUCY SISNIEGA, CHAIRMAN

_____

ELIZABETH TRIGGS, SECRETARY

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

_____

ATMOS ENERGY Print Name:

_____

ONCOR ELECTRIC DELIVERY Print Name:

_____

OPTIMUM Print Name:

_____

ASTOUND Print Name:

_____

AT&T–TEXAS Print Name:

INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE PERMITTING PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

NOTICE:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. ACCORDING TO FEMA FIRM PANEL(S) #48329C0087F DATED 9/16/2005, THE SITE IS LOCATED IN UNSHADED ZONE "X", DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
4. COORDINATES, BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
5. UNLESS OTHERWISE INDICATED, ALL EASEMENTS SHOWN HEREON ARE CREATED BY THIS PLAT.

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET_____

DATE: _____ PAGE_____

OWNER:
3 CENTAVOS, LLC.
Scott Bowden | Managing Partner
4513 Santos Rosa Drive | Midland, TX 79707
(432) 967-1259 | scott@midlandreco.com

PENNELL LAND SURVEYING, LLC
SURVEYING FIRM #: 10193978
2030 W. Cuthbert
Midland, Texas 79701

JANUARY 2024

PAVILION PARK ADDITION, SECTION 15

PG. 2of 2

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PACKET

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-23-0002
Case Number: P-24-1901

Proposed Subdivision Plat Name: PAVILION PARK ADDITION, SECTION 15

Legal Description (attached sealed Metes and Bounds): BEING A REPLAT OF A 53.86 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND A 92.88 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 'X' H.P. HILLARD SURVEY, CITY AND COUNTY MIDLAND COUNTY TEXAS.

Property Owner Printed Name: 3 CENTAVOS, LLC. - Scott Bowden		Phone (432) 967-1259 Email scott@midlandreco.com	
Address 4513 Santos Rosa Drive	City MIDLAND	State TX	Zip 79707

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: WA CIVIL, LLC Printed Name: LARRY H. WALKER, P.E., P.M.P.		Phone (432) 901-2060 Email lwalker@wacivil.com	
Address 223 West Wall St., Suite 226 (8th Floor) Midland Towers	City MIDLAND	State TX	Zip 79701

Current Zoning: SF2

Reason for Platting: NEXT PHASE OF RESIDENTIAL SUBDIVISION

Plat Information	Total Acreage:	53.8577 AC
Type: ● Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ☐ Extraterritorial Jurisdiction (ETJ)		
Number of Lots: 149	Number of Multi-family Dwelling Units:	0

Submittal and Fees
Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement
Do you expect to request a development agreement with the City? ☐ Yes ☐ No
If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): [signature] Date: 11/10/2023

Property Owner (printed) : Scott Bowden

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Larry Walker Scott Bowden who, being by me duly sworn, upon oath says: That (s)he is the owner of Pavilion Park or is authorized by Scott Bowden the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[signature]
Authorized Agent (Signature)

Subscribed and sworn to before me, this 24 day of January, 20 24, to certify which witness my hand and seal of office.

Andra Kim Walker
My Commission Expires
2/15/2027
Notary ID134205545

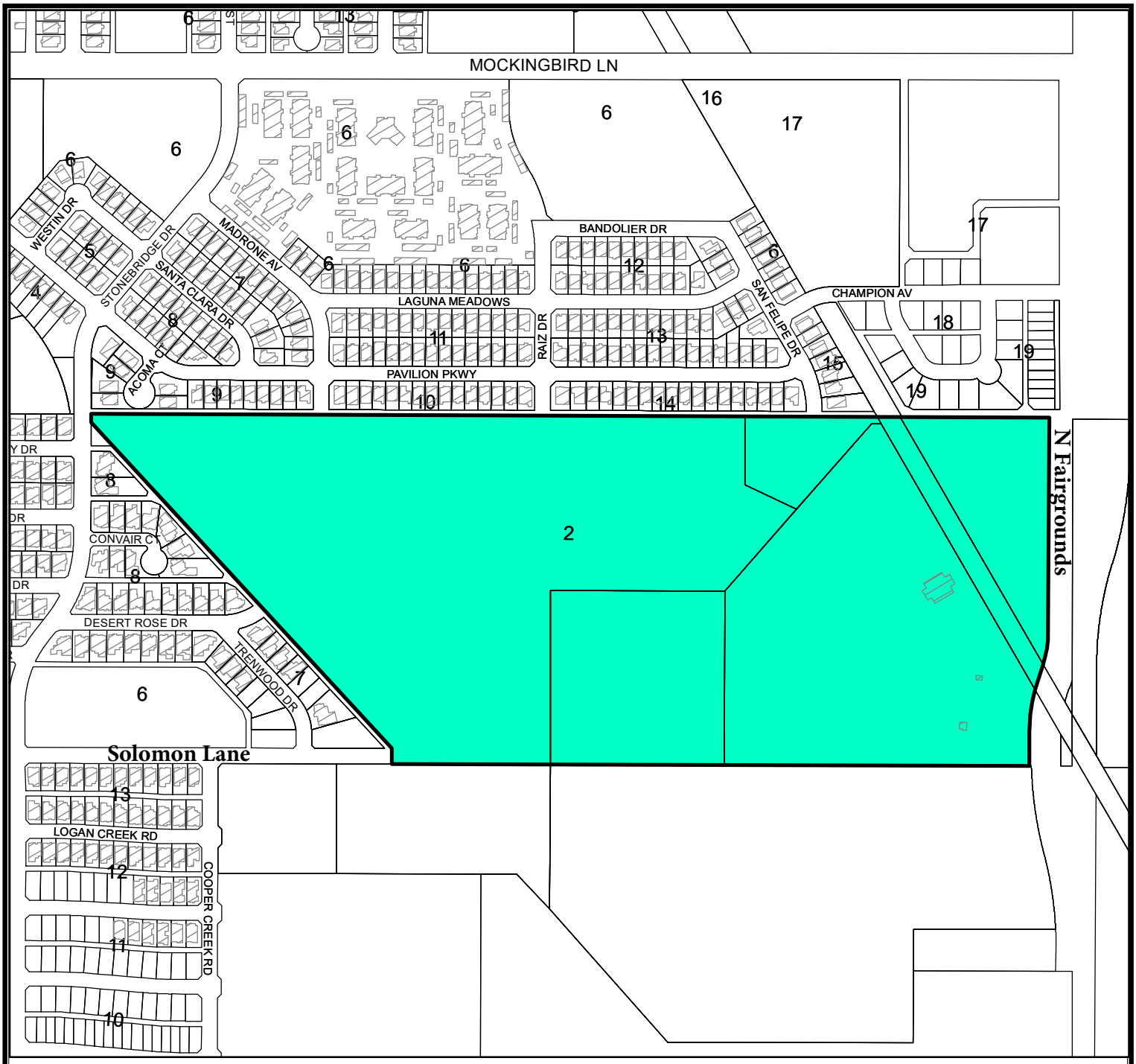
[signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ 1 Copy of Dimensioned Plat	☑ Plat in Digital Format (PDF/JPEG)
☑ Application Fee	☑ 1 Copy of Plat (11x17)	
Check # Paid Online		
Received By:	Date:	RECEIVED JAN 24 2024

awaiting out of town CAD files

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

SUB-23-0662 **Scale: 1" = 542'**

Proposed Plat of Pavilion Park Addition, Section 15, being a replat of a 90.60-acre tract of land out of Lot 8, Block 2, Pavilion Park Addition, Section 7, and a plat of a 10-acre tract of land out of Section 1, Block X H.P. Hillard Survey, City and County Midland County Texas.

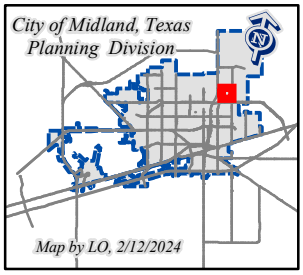
Generally located on the north side of Solomon Lane, approximately 1,155 feet west of North Fairgrounds Road. (DISTRICT 1)

LEGEND

CITY LIMITS

PARCEL

PRIVATE BLDGS



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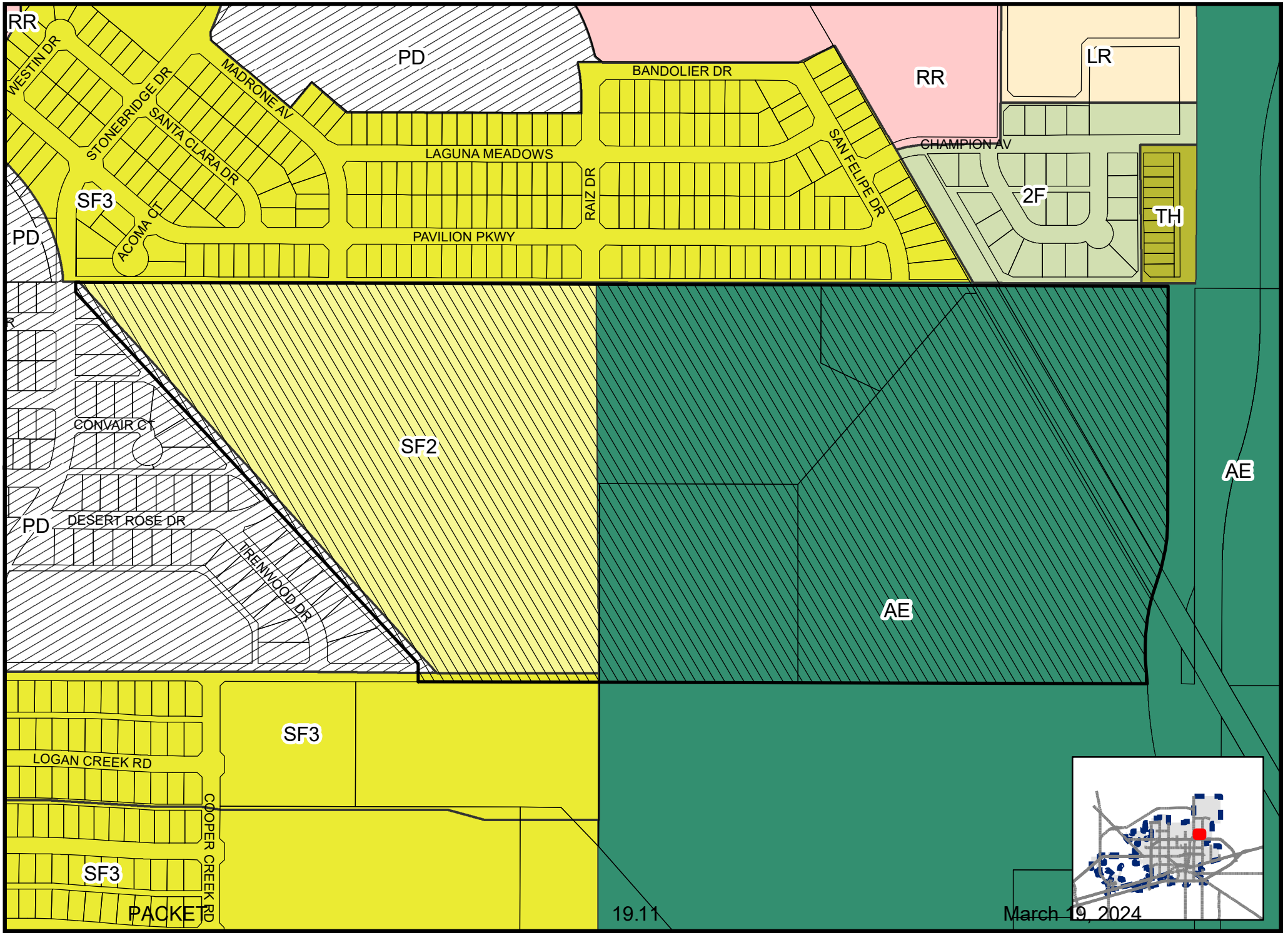
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 2/12/2024

SUB-23-0662

Scale: 1" = 399'

ZONING MAP

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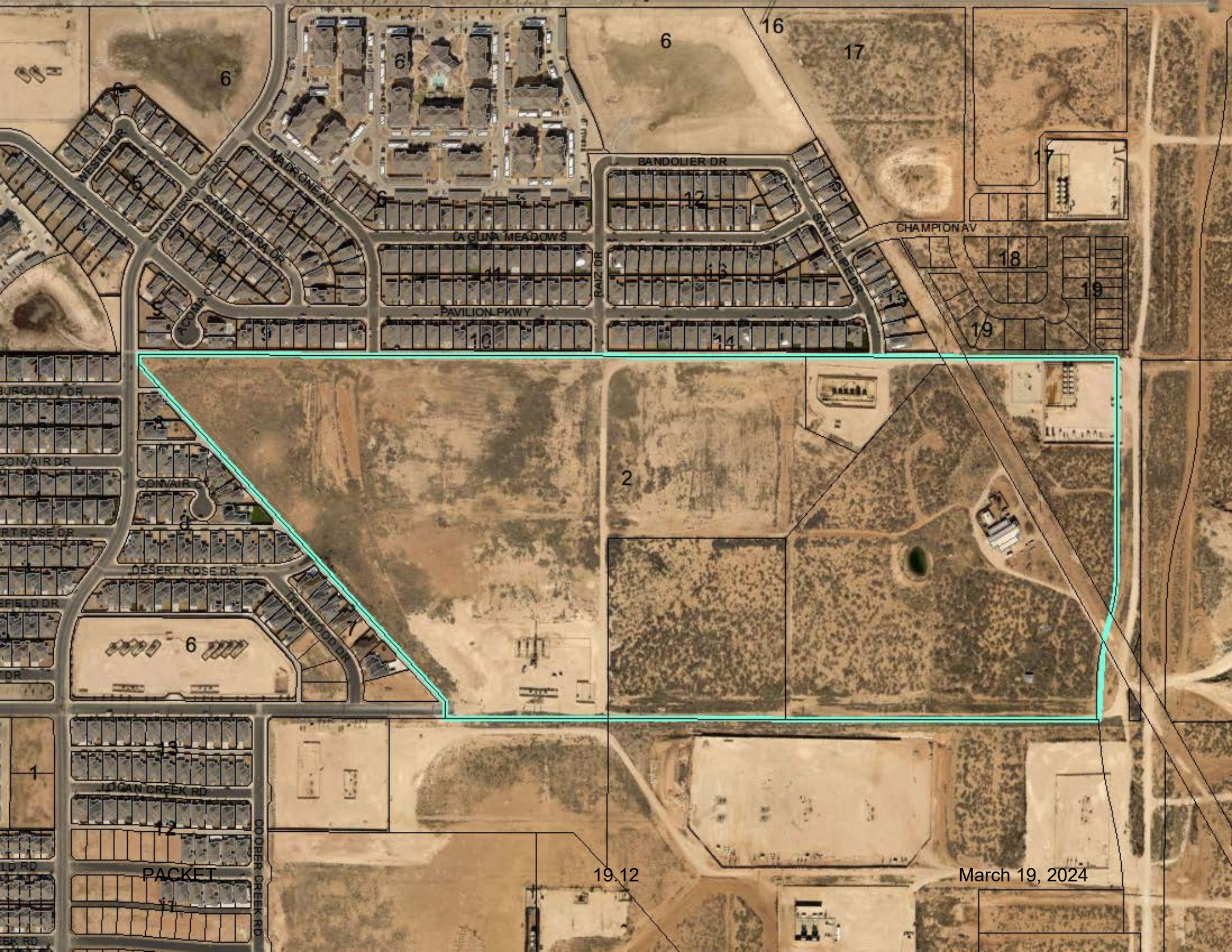


WESTIN DR
STONEBRIDGE DR
SANTA CLARA DR
MADRONE AV
BANDOLIER DR
LAGUNA MEADOWS
RAIZ DR
SAN FELIPE DR
CHAMPION AV
PAVILION PKWY
ACOMA CT
BURGANDY DR
CONVAIR DR
CONVAIR CT
DESERT ROSE DR
TRENWOOD DR
LOGAN CREEK RD
COOPER CREEK RD

City Council Meeting

Item Number: 20

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Elizabeth Triggs, Director

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MIDLAND COUNTY FOR SAID COUNTY TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (DISTRICT 2 AND 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

Resolution authorizing an agreement with Midland County for the County's participation in Tax Increment Reinvestment Zone Number Two (the "Zone").

Recommended City Council Action:

Approve

Fiscal Impact:

During the Agreement's term, Midland County will annually deposit its share of real property tax revenue increase, known as the "Tax Increment," into the Zone's Tax Increment Fund. This deposit is calculated by subtracting the appraised value of real property within the Zone for the applicable tax year from the value as of January 1, 2023, with a maximum contribution of $24,283,821 throughout the Agreement's term.

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

On November 14, 2023, the City Council approved Tax Increment Reinvestment Zone Number 2 (the "Zone") in Downtown Midland, aiming to boost redevelopment within the zone. The City

committed to contributing 100 percent of its share of increased property tax revenue, known as "Tax Increment," to the Zone's Fund until the Zone's term ends in 2054, unless otherwise terminated. On November 30, 2023, Midland County Hospital joined the Zone, agreeing to contribute 100 percent of its Tax Increment share over the 30-year Zone term, capped at $14,474,782. Shortly thereafter, on December 12, 2023, the City Council formalized the Hospital's contribution to the Zone by entering a participation with the Hospital.

On January 24, 2024, the Midland County Commissioner's Court elected to join the Zone, committing to depositing 100 percent of its Tax Increment share annually with a total contribution capped at $24,283,821 over the life of the Zone. The proposed agreement being considered by City Council formalizes the County's participation in the Zone.

With respect to next steps and prior to the use of any Tax Increment deposited into the Zone's Fund, the Zone's Board of Directors must adopt a Final Project Plan which will identify Projects Costs that can be funded by the Zone's Fund. The Board will consist of 7 members appointed by the City Council, 2 members designated by the Hospital, and 2 members designated by the County. Other taxing units opting to participate in the Zone may designate two members for appointment to the board, provided the total number of directors cannot exceed 15.



City Manager’s Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MIDLAND COUNTY FOR SAID COUNTY TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code and pursuant to Ordinance No. 10448, which was adopted by the City Council on November 14, 2023, the City created Tax Increment Reinvestment Zone Number Two (the "Zone"); and

WHEREAS, the City provided notice to the Commissioners Court (the "Participant's Governing Body") of Midland County (the "Participant") of the City's creation of the Zone; and

WHEREAS, the City Council and the Participant's Governing Body recognize that the Participant's participation in the funding of the Zone will have the desired effect of developing or redeveloping property in the Zone to the benefit of all taxing units that levy taxes in the Zone; and

WHEREAS, the Participant's Governing Body has authorized the execution of an agreement (the "Agreement") with the City for the Participant to participate in the Zone, said Agreement to be in a form substantially similar to that attached hereto as Exhibit "A"; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, the Agreement on behalf of the City of Midland.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS

This **AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS** (**"Agreement"**) is entered into by and between the **CITY OF MIDLAND, TEXAS** (the **"City"**) and **[MIDLAND COUNTY]** (the **"Participant"**).

The City and the Participant hereby agree that the following statements are true and correct and constitute the basis upon which the City and the Participant have entered into this Agreement:

A. On November 14, 2023, the City Council of the City of Midland, Texas (the **"Council"**), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 10448 designating a contiguous geographic area within the City as a Reinvestment Zone Number Two, City of Midland, Texas (the **"Zone"**).

B. Pursuant to and as required by the Act, defined below, the City prepared a Preliminary Reinvestment Zone Project Plan and Financing Plan for Tax Increment Reinvestment Zone Number Two, City of Midland, Texas attached as Exhibit C to Ordinance No. 10448 (hereinafter referred to as the "Preliminary Project and Financing Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone. The Preliminary Project and Financing Plan is hereby incorporated by reference for all purposes and is attached hereto as **Exhibit "A".**

C. Designation of the Zone will cause development of property in and around the Zone to occur that would not occur otherwise in the foreseeable future. It is anticipated that other complementary development in the Zone will follow. This overall development will result in increased tax revenues and other public benefits for both the City and the Participant.

D. Pursuant to Section 311.013(f) of the Texas Tax Code, the Participant is not required to pay any tax increment into the tax increment fund of the Zone unless it enters into an agreement to do so with the City. The Participant wishes to enter into such an agreement with the City.

NOW, THEREFORE, for and in consideration of the conditions set forth herein, the sufficiency of which is hereby acknowledged, the City and the Participant do hereby contract, covenant and agree as follows:

1. INCORPORATION OF RECITALS.

The parties hereby agree that the recitals set forth above are true and correct and form the basis upon which they have entered into this Agreement.

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Act means the Tax Increment Financing Act, as amended and as codified in Chapter 311 of the Texas Tax Code.

Captured Appraised Value in a given year means the total appraised value of all real property taxable by the Participant and located in the Zone for that year less the Tax Increment Base. Captured Appraised Value does not include sales tax, whicb is not included in this Agreement.

Early Termination means the Participant's termination of this Agreement prior to the expiration of the Agreement.

Preliminary Project and Financing Plan means the project plan for the development and/or redevelopment of the Zone, which will be presented to the TIF Board for recommendation of approval, and subsequently presented to the City Council of the City for consideration of approval by ordinance.

Project and Financing Plan means the project plan for the development and/or redevelopment of the Zone that has been approved by City Council of the City by ordinance.

Tax Increment in a given year means the amount of property taxes levied and collected by the Participant for that year on the Captured Appraised Value of real property taxable by the Participant and located in the Zone.

Tax Increment Base means the total appraised value as of January 1, 2023, of all real property taxable by the Participant and located in the Zone.

Tax Increment Fund means that fund created by the City pursuant to Section 311.014 of the Act and Section Seven of City Ordinance No. 10448, which will be maintained by the City as a separate and individual account into which all revenues of the Zone will be deposited, including (i) deposits of Tax Increment by the City and by other taxing units with jurisdiction over real property in the Zone, including the Participant, and (ii) all accrued interest earned on the cash balance of the fund.

TIF Board means the governing board of directors of the Zone appointed in accordance with Section 311.009 of the Act and pursuant to the TIF Ordinance.

TIF Ordinance means City Ordinance No. 10448 adopted on November 14, 2023, attached hereto as **Exhibit "B"**.

Zone means the certain real properties and boundaries as described in the TIF Ordinance.

3. DEPOSIT OF TAX INCREMENT.

Pursuant to a Resolution duly adopted by the governing body of the Participant, which Resolution is attached hereto as **Exhibit "C"** and is hereby made a part of this Agreement for all purposes, and specifically subject to Section 4 of this Agreement, the Participant hereby agrees to deposit each year during the term of this Agreement, beginning with the 2024 tax year, one hundred percent (100%) of the Participant's Tax Increment into the Tax Increment Fund. Such deposits shall be made in accordance with the City's standard administrative procedures, but only following receipt of a bill from the City that outlines the City's calculation of the amount of the deposit that is required for that year. The Participant's participation over the life of the Zone is capped at $24,283,821 (the **"Maximum Participant Contribution"**). Deposits will continue at the percentage rates set forth herein until the Maximum Participant Contribution is reached, at which point the Participant's obligation to the Tax Increment Fund is complete.

The Participant is not obligated to pay the Participant's Tax Increment from any source other than taxes collected on the Captured Appraised Value. Furthermore, the Participant has no duty or obligation to pay the Participant's Tax Increment from any other Participant taxes or revenues, or until the Participant's Tax Increment in the Zone is actually collected. Any portion of the taxes representing the Participant's Tax Increment that are paid to the Participant and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund.

4. LIMITATIONS ON TAX INCREMENT DEPOSITS AND USE OF FUNDS.

This Agreement is based on the following conditions, and the City agrees and acknowledges the Participant's right to enforce the conditions contained herein by injunction or any other lawful means in the event one or more of such conditions are not satisfied.

4.1 Amendments to TIF Ordinance.

The TIF Ordinance designates the boundaries, the eligible real properties for the calculation of Tax Increment for the Zone and the specific participation level of the City. If the TIF Ordinance is amended and materially changes the Participant's participation, the

Participant may suspend payment into the Tax Increment Fund as described in Section 3 until the amendment is approved by the governing body of the Participant as an amendment to this Agreement, or the Participant may elect for Early Termination by providing written notice thereof to the City.

4.2. Project Costs.

The Tax Increment deposited into the Tax Increment Fund by the Participant shall be used to pay project costs for purposes as set forth and identified in the Project and Financing Plan. All Tax Increment Fund allocations, including but not limited to any management and administrative costs, must be approved by the TIF Board in accordance with the Project and Financing Plan. If the Project and Financing Plan as approved by City Ordinance is amended to substantially change the scope and nature of the projects included in the Project and Financing Plan or to include additional projects and associated costs that will increase the total public improvement costs of the Project and Financing Plan, the Participant may suspend payment into the Tax Increment Fund as described in Section 3 until the amendment is approved by the governing body of the Participant as an amendment to this Agreement, or the Participant may elect for Early Termination by providing written notice thereof to the City.

4.3. Zone Expansion.

As defined, the Zone shall include real properties located within the boundaries as described in the TIF Ordinance. If the Zone is expanded, the Participant is not required to deposit into the Tax Increment Fund any Tax Increment generated from properties in the expanded area unless participation in the expanded boundary area is approved by the governing body of the Participant as an amendment to this Agreement. Additionally, the Tax Increment deposited into the Tax Increment Fund by the Participant may not be used for any permissible project costs in any portion of the expanded area of the Zone unless approved by the governing body of the Participant as an amendment to this Agreement.

4.4 Conformance to Project and Financing Plan.

If the projects to be undertaken pursuant to the Project and Financing Plan are not undertaken within the timeline set forth in the Project and Financing Plan, are discontinued, are performed in a manner and quality inconsistent with the Project and Financing Plan, or are terminated, the Participant may elect for Early Termination by providing written notice thereof to the City.

4.5 TIF Board Membership.

During the term of the Zone, the TIF Board shall include two (2) Participant representatives and the remaining members of the board shall be designated by the City Council and the other taxing units participating in the Zone as described in the TIF

Ordinance. The governing body of the Participant shall provide the name and address of their designated representative to the City Council of the City for appointment to the TIF Board. The City Council of the City shall appoint the designated representatives to the TIF Board. If the designated representatives are not appointed to the TIF Board or the TIF Board does not consist of the representatives stated above, the Participant may suspend payment into the Tax Increment Fund as described in Section 3 until such time that the requirements above are satisfied.

5. TERM.

This Agreement shall take effect on the date as of which both parties have executed it and shall expire upon expiration or termination of the Zone or the date on which all Participant obligations have been met, which currently is the earlier of (i) the date on which the tax increment for tax year 2054 has been paid, (ii) the date on which all project costs of the Zone, including, but not limited to, tax increment bonds and interest on those bonds, have been paid or otherwise satisfied in full, or (iii) the date on which the Maximum Participant Contribution is reached; provided, however, that the Participant may elect for Early Termination as specified in Sections 4.1, 4.2, and 4.4 hereof.

Nothing in this Agreement limits the authority of the City Council and the Participant's governing body to mutually agree to extend the term of the Agreement. Upon termination of the Agreement, the obligation of the Participant to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City or the Zone shall survive such termination.

6. TAX INCREMENT FUND ACCOUNTING.

Throughout the term of the Zone, no later than 90th day following the end of each fiscal year of the City, following execution of this Agreement, the City shall provide the Participant with an annual accounting of the funds deposited to and disbursed from the Tax Increment Fund, including accrued interest.

After all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid, and subject to any agreement with bondholders, any funds remaining in the Tax Increment Fund following the final annual accounting by the City shall be paid to the Participant, the City, and the other taxing units participating in the Zone in proportion to the Participant's, the City's, and each other taxing unit's respective share of the total amount of Tax Increments derived from taxable real property in the Zone that were deposited in the Tax Increment Fund. For the avoidance of doubt, if the Participant elects for Early Termination as specified in Section 4.1, 4.2, or 4.4 hereof, the Participant's proportional share of the funds in the Tax Increment Fund shall remain in the Tax Increment Fund until all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid.

7. RESPONSIBILITY FOR ACTS.

The City and the Participant shall each be responsible for the sole negligent acts of their officers, agents, employees or separate contractors. In the event of joint and concurrent negligence of both the City and the Participant, responsibility, if any, shall be apportioned comparatively with the laws of the State of Texas, with the understanding that neither party waives any governmental powers or immunities or any other defenses available to each individually.

8. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party may subsequently designate in writing, by certified mail, postage prepaid, or by hand delivery:

City:

City of Midland, Texas
Attn: City Manager
300 N. Loraine Street
Midland, TX 79701

Participant:

[Midland County]
Attn: [County Judge Terry Johnson]
[500 North Loraine, 11th Floor]
Midland, TX 79701

9. NO WAIVER.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. VENUE AND JURISDICTION.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Midland County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

11. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the City and the Participant and are not intended to create any rights, contractual or otherwise, to any other person or entity.

12. FORCE MAJEURE.

The parties shall exercise every reasonable effort to meet their respective obligations as set forth in this Agreement, but shall not be held liable for any delay in or omission of performance due to *force majeure* or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems and/or any other cause beyond the reasonable control of either party.

13. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

14. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

15. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the Participant as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

16. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the later date on the following signature pages.

[Signature pages follow]

[MIDLAND COUNTY]:

By: _____
[Terry Johnson]
[County Judge]

Date: 1/24/24

ATTEST:

By: _____
[Attestor's Name]
[Attestor's Title]

APPROVED AS TO FORM ONLY:

By: _____
[Attorney's Name]
[Attorney's Title]

THE STATE OF TEXAS §
§ **[MIDLAND COUNTY]**
COUNTY OF MIDLAND § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **[Terry Johnson]**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **[MIDLAND COUNTY]**, and as the **[COUNTY JUDGE]** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24 day of JANUARY, 2024.

JENNIFER HILTON NOTARY PUBLIC STATE OF TEXAS ID# 128723988 EXPIRES 10-21-2027

_____
Notary Public in and for
The State of Texas

10/21/2027
My Commission Expires

JENNIFER HILTON
Notary's Printed Name

CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

Date:_____

ATTEST:

By: _____
Marcia Bentley-German
City Secretary

APPROVED AS TO FORM ONLY:

By:_____
John Ohnemiller
City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

CITY OF MIDLAND, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TOMMY GONZALEZ** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF MIDLAND,** a home rule municipal corporation, and as the **CITY MANAGER** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20___.

_____
Notary Public in and for
The State of Texas

_____
My Commission Expires

_____
Notary's Printed Name

EXHIBIT "A"
Preliminary Project and Financing Plan

Tax Increment Reinvestment Zone #2
City of Midland, Texas



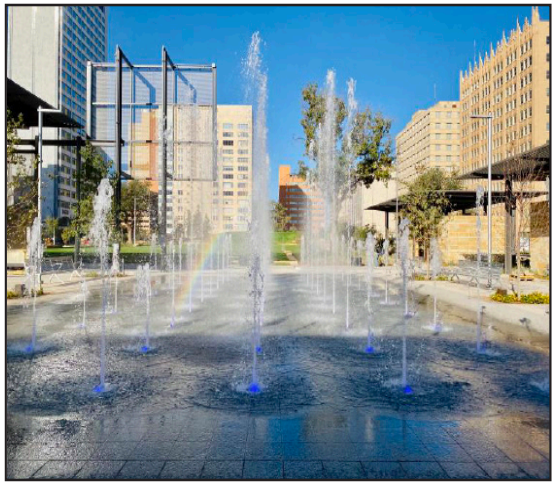
Table of Contents

- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
- Financial Feasibility Analysis 7
- Terms and Conditions 14
- Appendix A 15

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

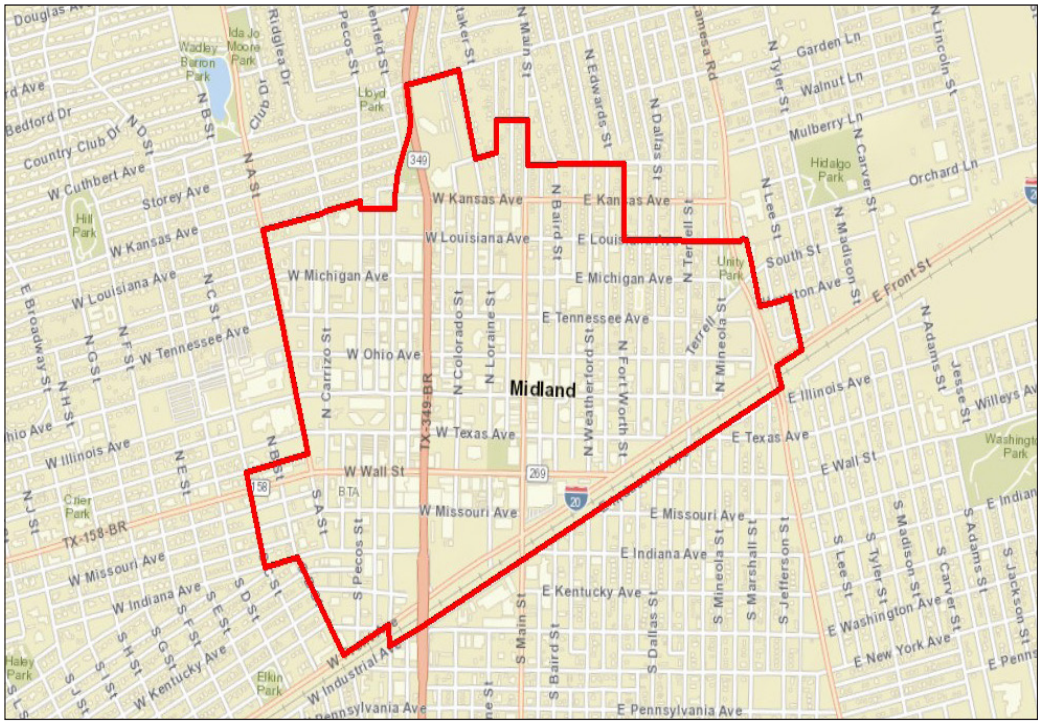
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $70,726,022 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of "A" St., then

North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then

North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $683,794,052. The 2023 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 100,000	$ 8,000,000
Hotel	2026	135	$ 100,000	$ 13,500,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 9,901,643**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 17,681,506**	**25.0%**
Street and Intersection Improvements	**$ 7,072,602**	**10.0%**
Pedestrian Enhancements	**$ 10,608,903**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 7,072,602**	**10.0%**
Economic Development Grants	**$ 17,681,506**	**25.0%**
Administrative Costs	**$ 707,260**	**1.0%**
Total	$ 70,726,022	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $70,726,022 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone. Subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2023 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.3506620**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

▶ *INPUT*

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.3506620

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 100,000.00	$ 8,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 100,000.00	$ 13,500,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2029	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
	TOTAL	5,665		85,500,000		-		2,500,000

▶ *OUTPUT*

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*23.4%*	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	*8.0%*	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	*4.9%*	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	*5.2%*	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	*58.6%*	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	62,270,600		$ 62,270,600		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*100.0%*	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 14,546,699		$ 14,546,699		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland County	*10.5%*	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	*6.4%*	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	*6.7%*	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	*76.4%*	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	$ 47,723,901		$ 47,723,901		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Hotel Taxable Value Per Unit	100,000	103,500	107,123	110,872	114,752	118,769	122,926	127,228	131,681	136,290	141,060	145,997	151,107	156,396	161,869	167,535	173,399	179,468	185,749	192,250	198,979	205,943	213,151	220,611	228,333	236,324	244,596	253,157	262,017	271,188	280,679
Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
Hotel Taxable Value	-	-	-	**8,869,743**	**24,671,745**	**25,535,256**	**26,428,990**	**27,354,004**	**28,311,394**	**29,302,293**	**30,327,873**	**31,389,349**	**32,487,976**	**33,625,055**	**34,801,932**	**36,020,000**	**37,280,700**	**38,585,524**	**39,936,018**	**41,333,778**	**42,780,491**	**44,277,777**	**45,827,499**	**47,431,461**	**49,091,562**	**50,809,767**	**52,588,109**	**54,428,693**	**56,333,697**	**58,305,276**	**60,346,065**
Multifamily Taxable Value Per Unit	150000	155,250	160,684	166,308	172,128	178,153	184,388	190,842	197,521	204,435	211,590	218,995	226,660	234,593	242,804	251,302	260,098	269,201	278,623	288,375	298,468	308,915	319,727	330,917	342,499	354,487	366,894	379,735	393,026	406,782	421,019
Cumulative Units	-	-	-	-	-	175	175	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
Multifamily Taxable Value	-	-	-	-	-	**31,176,766**	**32,267,952**	**66,794,661**	**69,132,474**	**71,552,111**	**74,056,435**	**76,648,410**	**79,331,105**	**82,107,693**	**84,981,462**	**87,955,814**	**91,034,267**	**94,220,466**	**97,518,183**	**100,931,319**	**104,463,915**	**108,120,152**	**111,904,358**	**115,821,010**	**119,874,746**	**124,070,362**	**128,412,824**	**132,907,273**	**137,559,028**	**142,373,594**	**147,356,669**
Multifamily - Adaptive Reuse Taxable Value Per Unit	90,000	93,150	96,410	99,785	103,277	106,892	110,633	114,505	118,513	122,661	126,954	131,397	135,996	140,756	145,683	150,781	156,059	161,521	167,174	173,025	179,081	185,349	191,836	198,550	205,500	212,692	220,136	227,841	235,815	244,069	252,611
Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Multifamily Taxable Value	-	-	-	-	-	**5,344,588**	**5,531,649**	**11,450,513**	**11,851,281**	**12,266,076**	**12,695,389**	**13,139,727**	**13,599,618**	**14,075,605**	**14,568,251**	**15,078,139**	**15,605,874**	**16,152,080**	**16,717,403**	**17,302,512**	**17,908,100**	**18,534,883**	**19,183,604**	**19,855,030**	**20,549,956**	**21,269,205**	**22,013,627**	**22,784,104**	**23,581,548**	**24,406,902**	**25,261,143**
Retail Taxable Value Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Multifamily Taxable Value	-	-	-	-	-	-	**1,536,569**	**1,590,349**	**3,292,023**	**3,407,243**	**3,526,497**	**3,649,924**	**3,777,672**	**3,909,890**	**4,046,736**	**4,188,372**	**4,334,965**	**4,486,689**	**4,643,723**	**4,806,253**	**4,974,472**	**5,148,579**	**5,328,779**	**5,515,286**	**5,708,321**	**5,908,112**	**6,114,896**	**6,328,918**	**6,550,430**	**6,779,695**	**7,016,984**
Taxable Value	-	-	-	**8,869,743**	**24,671,745**	**62,056,609**	**65,765,160**	**107,189,528**	**112,587,173**	**116,527,724**	**120,606,194**	**124,827,411**	**129,196,370**	**133,718,243**	**138,398,382**	**143,242,325**	**148,255,806**	**153,444,760**	**158,815,926**	**164,373,863**	**170,126,948**	**176,081,391**	**182,244,240**	**188,622,788**	**195,224,586**	**202,057,446**	**209,129,457**	**216,448,988**	**224,024,702**	**231,865,567**	**239,980,852**
PV																															GROSS
City of Midland **5,106,573**	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	**14,546,699**
Midland County **1,753,345**	-	-	-	10,679	29,705	74,716	79,181	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	**4,994,617**
Midland Hospital **1,064,822**	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	**3,033,276**
Midland College **1,127,296**	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	**3,211,240**
Midland ISD **12,807,864**	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	**36,484,768**
Total **21,859,901**	-	-	-	**133,143**	**370,346**	**931,527**	**987,196**	**1,609,013**	**1,690,037**	**1,749,188**	**1,810,410**	**1,873,774**	**1,939,356**	**2,007,234**	**2,077,487**	**2,150,199**	**2,225,456**	**2,303,347**	**2,383,964**	**2,467,403**	**2,553,762**	**2,643,144**	**2,735,654**	**2,831,402**	**2,930,501**	**3,033,068**	**3,139,226**	**3,249,098**	**3,362,817**	**3,480,515**	**3,602,334**	**62,270,600**
PERSONAL PROPERTY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Taxable Value Per SF																															
Cumulative SF																															
Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Sales Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Taxable Value	-	-	-	-	-	-	**1,536,569**	**1,590,349**	**3,292,023**	**3,407,243**	**3,526,497**	**3,649,924**	**3,777,672**	**3,909,890**	**4,046,736**	**4,188,372**	**4,334,965**	**4,486,689**	**4,643,723**	**4,806,253**	**4,974,472**	**5,148,579**	**5,328,779**	**5,515,286**	**5,708,321**	**5,908,112**	**6,114,896**	**6,328,918**	**6,550,430**	**6,779,695**	**7,016,984**
PV																															GROSS
City of Midland	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	**1,457,142**
Midland County	-	-	-	-	-	-	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	**582,857**
PV																															
Total **584,899**	-	-	-	-	-	-	**26,890**	**27,831**	**57,610**	**59,627**	**61,714**	**63,874**	**66,109**	**68,423**	**70,818**	**73,297**	**75,862**	**78,517**	**81,265**	**84,109**	**87,053**	**90,100**	**93,254**	**96,518**	**99,896**	**103,392**	**107,011**	**110,756**	**114,633**	**118,645**	**122,797**	**2,039,999**
SUMMARY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
PV																															GROSS
City of Midland **5,595,782**	-	-	-	31,103	86,514	217,609	249,821	395,752	435,951	451,209	467,001	483,346	500,263	517,773	535,895	554,651	574,064	594,156	614,952	636,475	658,751	681,808	705,671	730,370	755,932	782,390	809,774	838,116	867,450	897,811	929,234	**16,003,841**
Midland County **1,949,028**	-	-	-	10,679	29,705	74,716	86,864	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	**5,577,474**
Midland Hospital **1,064,822**	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	**3,033,276**
Midland College **1,127,296**	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	**3,211,240**
Midland ISD **12,807,864**	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	**36,484,768**
Total **22,544,792**	-	-	-	**133,143**	**370,346**	**931,527**	**1,014,086**	**1,636,845**	**1,747,647**	**1,808,815**	**1,872,124**	**1,937,648**	**2,005,466**	**2,075,657**	**2,148,305**	**2,223,496**	**2,301,318**	**2,381,864**	**2,465,229**	**2,551,512**	**2,640,815**	**2,733,244**	**2,828,907**	**2,927,919**	**3,030,396**	**3,136,460**	**3,246,236**	**3,359,855**	**3,477,449**	**3,599,160**	**3,725,131**	**64,310,599**

PARTICIPATION

REAL PROPERTY	Taxable Value	-	-	-	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862
PV																															GROSS
City of Midland **5,106,573**	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	**14,546,699**
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total **5,106,573**	-	-	-	**31,103**	**86,514**	**217,609**	**230,613**	**375,873**	**394,800**	**408,618**	**422,920**	**437,722**	**453,043**	**468,899**	**485,311**	**502,296**	**519,877**	**538,072**	**556,905**	**576,397**	**596,571**	**617,451**	**639,061**	**661,428**	**684,578**	**708,539**	**733,338**	**759,004**	**785,570**	**813,064**	**841,522**	**14,546,699**
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984	
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																																
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																
PV																															GROSS
City of Midland **5,106,573**	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	**14,546,699**
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total **5,106,573**	-	-	-	**31,103**	**86,514**	**217,609**	**230,613**	**375,873**	**394,800**	**408,618**	**422,920**	**437,722**	**453,043**	**468,899**	**485,311**	**502,296**	**519,877**	**538,072**	**556,905**	**576,397**	**596,571**	**617,451**	**639,061**	**661,428**	**684,578**	**708,539**	**733,338**	**759,004**	**785,570**	**813,064**	**841,522**	**14,546,699**

TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT

SUMMARY																															
PV																															GROSS
City of Midland **489,208**	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	**1,457,142**
Midland County **1,949,028**	-	-	-	10,679	29,705	74,716	86,864	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	**5,577,474**
Midland Hospital **1,064,822**	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	**3,033,276**
Midland College **1,127,296**	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	**3,211,240**
Midland ISD **12,807,864**	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	**36,484,768**
Total **17,448,218**	-	-	-	**102,040**	**283,831**	**713,918**	**783,472**	**1,260,972**	**1,352,847**	**1,400,197**	**1,449,204**	**1,499,926**	**1,552,423**	**1,606,758**	**1,662,994**	**1,721,199**	**1,781,441**	**1,843,792**	**1,908,324**	**1,975,116**	**2,044,245**	**2,115,793**	**2,189,846**	**2,266,491**	**2,345,818**	**2,427,921**	**2,512,899**	**2,600,850**	**2,691,880**	**2,786,096**	**2,883,609**	**49,743,500**

DAVID PETTIT Economic Development

HOT Generated

Revenue Year		0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms		0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms		-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate		$ -	$ -	$ -	$ 175.00	$ 181.13	$ 187.46	$ 194.03	$ 200.82	$ 207.85	$ 215.12	$ 222.65	$ 230.44	$ 238.51	$ 246.85	$ 255.49
Annual Taxable Revenue		$ -	$ -	$ -	$ 3,577,000	$ 9,949,649	$ 10,297,887	$ 10,658,313	$ 11,031,354	$ 11,417,451	$ 11,817,062	$ 12,230,659	$ 12,658,732	$ 13,101,788	$ 13,560,350	$ 14,034,963
City Tax Rate	7%	$ -	$ -	$ -	$ 250,390	$ 696,475	$ 720,852	$ 746,082	$ 772,195	$ 799,222	$ 827,194	$ 856,146	$ 886,111	$ 917,125	$ 949,225	$ 982,447
State Tax Rate	6%	$ -	$ -	$ -	$ 214,620	$ 596,979	$ 617,873	$ 639,499	$ 661,881	$ 685,047	$ 709,024	$ 733,840	$ 759,524	$ 786,107	$ 813,621	$ 842,098
		$ -	$ -	$ -	$ 465,010	$ 1,293,454	$ 1,338,725	$ 1,385,581	$ 1,434,076	$ 1,484,269	$ 1,536,218	$ 1,589,986	$ 1,645,635	$ 1,703,232	$ 1,762,846	$ 1,824,545

	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$	264.44	$ 273.69	$ 283.27	$ 293.19	$ 303.45	$ 314.07	$ 325.06	$ 336.44	$ 348.21	$ 360.40	$ 373.01	$ 386.07	$ 399.58	$ 413.57	$ 428.04	$ 443.02	
$	14,526,186	$ 15,034,603	$ 15,560,814	$ 16,105,442	$ 16,669,133	$ 17,252,553	$ 17,856,392	$ 18,481,366	$ 19,128,213	$ 19,797,701	$ 20,490,620	$ 21,207,792	$ 21,950,065	$ 22,718,317	$ 23,513,458	$ 24,336,429	
$	1,016,833	$ 1,052,422	$ 1,089,257	$ 1,127,381	$ 1,166,839	$ 1,207,679	$ 1,249,947	$ 1,293,696	$ 1,338,975	$ 1,385,839	$ 1,434,343	$ 1,484,545	$ 1,536,505	$ 1,590,282	$ 1,645,942	$ 1,703,550	**$30,727,500**
$	871,571	$ 902,076	$ 933,649	$ 966,327	$ 1,000,148	$ 1,035,153	$ 1,071,384	$ 1,108,882	$ 1,147,693	$ 1,187,862	$ 1,229,437	$ 1,272,468	$ 1,317,004	$ 1,363,099	$ 1,410,807	$ 1,460,186	**$26,337,858**
$	1,888,404	$ 1,954,498	$ 2,022,906	$ 2,093,708	$ 2,166,987	$ 2,242,832	$ 2,321,331	$ 2,402,578	$ 2,486,668	$ 2,573,701	$ 2,663,781	$ 2,757,013	$ 2,853,508	$ 2,953,381	$ 3,056,750	$ 3,163,736	$57,065,358

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX

City of Midland	0.3506620	100%	0.3506620
Midland County	0.1204000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000
Midland College	0.0774100	0%	0.0000000
Midland ISD	0.2200000	0%	0.0000000
	0.8415920		*0.3506620*

T&S Only

BUSINESS PERSONAL PROPERTY TAX

City of Midland	0.3506620	0%	0.0000000
Midland County	0.1204000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000
Midland College	0.0774100	0%	0.0000000
Midland ISD	0.8795000	0%	0.0000000
	1.5010920		*0.0000000*

SALES TAX

City of Midland	0.0125000	0%	0.0000000
Midland County	0.0050000	0%	0.0000000
	456.7675000		*0.0175000*

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,684	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		83,923	**170,784**	**260,684**	**353,732**	**450,035**	**549,710**	**652,873**	**759,647**	**870,157**	**984,536**	**1,102,918**	**1,225,443**	**1,352,257**	**1,483,509**	**1,619,355**	**1,759,956**	**1,905,478**	**2,056,093**	**2,211,979**	**2,373,322**	**2,540,311**	**2,713,145**	**2,892,028**	**3,077,173**	**3,268,797**	**3,467,128**	**3,672,401**	**3,884,858**	**4,104,751**	**4,332,341**	**56,179,324**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**0**	**31,103**	**86,514**	**217,609**	**230,613**	**375,873**	**394,800**	**408,618**	**422,920**	**437,722**	**453,043**	**468,899**	**485,311**	**502,296**	**519,877**	**538,072**	**556,905**	**576,397**	**596,571**	**617,451**	**639,061**	**661,428**	**684,578**	**708,539**	**733,338**	**759,004**	**785,570**	**813,064**	**841,522**	**14,546,699**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,577,000	9,949,649	10,297,887	10,658,313	11,031,354	11,417,451	11,817,062	12,230,659	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,442	16,669,133	17,252,553	17,856,392	18,481,366	19,128,213	19,797,701	20,490,620	21,207,792	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE A, 1, 2, 3		**83,923**	**170,784**	**291,787**	**440,246**	**667,644**	**780,323**	**1,028,746**	**1,154,447**	**1,278,776**	**1,407,456**	**1,540,640**	**1,678,486**	**1,821,156**	**1,968,820**	**2,121,652**	**2,279,833**	**2,443,550**	**2,612,998**	**2,788,376**	**2,969,892**	**3,157,762**	**3,352,206**	**3,553,457**	**3,761,751**	**3,977,336**	**4,200,465**	**4,431,405**	**4,670,427**	**4,917,816**	**5,173,862**	**70,726,022**	
Running Total		**83.923**	**254.707**	**546.494**	**986.740**	**1.654.384**	**2.434.708**	**3.463.453**	**4.617.900**	**5.896.676**	**7.304.132**	**8.844.773**	**10.523.259**	**12.344.415**	**14.313.235**	**16.434.887**	**18.714.720**	**21.158.270**	**23.771.267**	**26.559.643**	**29.529.535**	**32.687.297**	**36.039.503**	**39.592.960**	**43.354.711**	**47.332.047**	**51.532.512**	**55.963.917**	**60.634.345**	**65.552.160**	**70.726.022**		

GROSS 70.726.022

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ 83,923	$ 170,784	$ 291,787	$ 440,246	$ 667,644	$ 780,323	$ 1,028,746	$ 1,154,447	$ 1,278,776	$ 1,407,456	$ 1,540,640	$ 1,678,486	$ 1,821,156	$ 1,968,820	$ 2,121,652	$ 2,279,833	$ 2,443,550	$ 2,612,998	$ 2,788,376	$ 2,969,892	$ 3,157,762	$ 3,352,206	$ 3,553,457	$ 3,761,751	$ 3,977,336	$ 4,200,465	$ 4,431,405	$ 4,670,427	$ 4,917,816	$ 5,173,862	70,726,022	City of Midland
Midland County	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
Midland Hospital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
Midland College	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
Midland ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
	83,923	**170,784**	**291,787**	**440,246**	**667,644**	**780,323**	**1,028,746**	**1,154,447**	**1,278,776**	**1,407,456**	**1,540,640**	**1,678,486**	**1,821,156**	**1,968,820**	**2,121,652**	**2,279,833**	**2,443,550**	**2,612,998**	**2,788,376**	**2,969,892**	**3,157,762**	**3,352,206**	**3,553,457**	**3,761,751**	**3,977,336**	**4,200,465**	**4,431,405**	**4,670,427**	**4,917,816**	**5,173,862**	**70,726,022**	TOTAL

DAVID PETTIT Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX			
City of Midland	0.3506620	100%	0.3506620	City of Midland	0.3506620	100%	0.3506620	City of Midland	0.0125000	100%	0.0125000
Midland County	0.1204000	100%	0.1204000	Midland County	0.1204000	100%	0.1204000	Midland County	0.0050000	100%	0.0050000
Midland Hospital	0.0731200	100%	0.0731200	Midland Hospital	0.0731200	100%	0.0731200		*456.7675000*		*456.7675000*
Midland College	0.0774100	100%	0.0774100	Midland College	0.0774100	100%	0.0774100				
Midland ISD	0.8795000	100%	0.8795000	Midland ISD	0.8795000	100%	0.8795000				
	1.5010920		*1.5010920*		*1.5010920*		*1.5010920*				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,684	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		28,815	58,639	89,506	121,454	154,520	188,743	224,164	260,825	298,769	338,041	378,688	420,757	464,298	509,364	556,007	604,282	654,247	705,961	759,484	814,881	872,217	931,560	992,980	1,056,549	1,122,343	1,190,440	1,260,921	1,333,868	1,409,369	1,487,512	19,289,203	Midland County
Midland Hospital		17,500	35,612	54,358	73,760	93,841	114,625	136,137	158,401	181,445	205,295	229,980	255,529	281,973	309,341	337,668	366,986	397,330	428,736	461,242	494,885	529,705	565,745	603,045	641,652	681,609	722,965	765,769	810,070	855,922	903,379	11,714,506	Midland Hospital
Midland College		18,526	37,701	57,547	78,088	99,347	121,351	144,124	167,695	192,091	217,340	243,473	270,521	298,516	327,490	357,479	388,517	420,642	453,890	488,303	523,920	560,784	598,937	638,427	679,298	721,600	765,382	810,697	857,597	906,140	956,381	12,401,804	Midland College
Midland ISD		210,489	428,345	653,826	887,199	1,128,740	1,378,734	1,637,479	1,905,280	2,182,453	2,469,328	2,766,243	3,073,551	3,391,614	3,720,809	4,061,527	4,414,169	4,779,154	5,156,913	5,547,894	5,952,559	6,371,388	6,804,875	7,253,535	7,717,897	8,198,513	8,695,949	9,210,797	9,743,663	10,295,181	10,866,001	140,904,105	Midland ISD
		359,253	**731,080**	**1,115,921**	**1,514,232**	**1,926,483**	**2,353,163**	**2,794,777**	**3,251,848**	**3,724,916**	**4,214,541**	**4,721,303**	**5,245,802**	**5,788,658**	**6,350,514**	**6,932,036**	**7,533,910**	**8,156,850**	**8,801,593**	**9,468,902**	**10,159,567**	**10,874,405**	**11,614,262**	**12,389,015**	**13,172,568**	**13,992,862**	**14,841,865**	**15,720,583**	**16,630,057**	**17,571,362**	**18,545,613**	**240,488,942**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County		0	0	10,679	29,705	74,716	79,181	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	4,994,617	Midland County
Midland Hospital		0	0	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276	Midland Hospital
Midland College		0	0	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240	Midland College
Midland ISD		0	0	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,768	Midland ISD
		0	**0**	**133,143**	**370,346**	**931,527**	**987,196**	**1,609,013**	**1,690,037**	**1,749,188**	**1,810,410**	**1,873,774**	**1,939,356**	**2,007,234**	**2,077,487**	**2,150,199**	**2,225,456**	**2,303,347**	**2,383,964**	**2,467,403**	**2,553,762**	**2,643,144**	**2,735,654**	**2,831,402**	**2,930,501**	**3,033,068**	**3,139,226**	**3,249,098**	**3,362,817**	**3,480,515**	**3,602,334**	**62,270,600**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984		
City of Midland		0	0	0	0	0	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142	City of Midland
Midland County		0	0	0	0	0	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857	Midland County
		0	**0**	**0**	**0**	**0**	**26,890**	**27,831**	**57,610**	**59,627**	**61,714**	**63,874**	**66,109**	**68,423**	**70,818**	**73,297**	**75,862**	**78,517**	**81,265**	**84,109**	**87,053**	**90,100**	**93,254**	**96,518**	**99,896**	**103,392**	**107,011**	**110,756**	**114,633**	**118,645**	**122,797**	**2,039,999**	
REVENUE 3 - HOTEL OCCUPANCY TAX		0	0	3,577,000	9,949,649	10,297,887	10,658,313	11,031,354	11,417,451	11,817,062	12,230,659	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,442	16,669,133	17,252,553	17,856,392	18,481,366	19,128,213	19,797,701	20,490,620	21,207,792	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	250,390	696,475	720,852	746,082	772,195	799,222	827,194	856,146	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	City of Midland
		0	**0**	**250,390**	**696,475**	**720,852**	**746,082**	**772,195**	**799,222**	**827,194**	**856,146**	**886,111**	**917,125**	**949,225**	**982,447**	**1,016,833**	**1,052,422**	**1,089,257**	**1,127,381**	**1,166,839**	**1,207,679**	**1,249,947**	**1,293,696**	**1,338,975**	**1,385,839**	**1,434,343**	**1,484,545**	**1,536,505**	**1,590,282**	**1,645,942**	**1,703,550**	**30,727,500**	
REVENUE A, 1, 2, 3		**359,253**	**731,080**	**1,499,454**	**2,581,053**	**3,578,862**	**4,113,331**	**5,203,817**	**5,798,717**	**6,360,925**	**6,942,811**	**7,545,062**	**8,168,393**	**8,813,540**	**9,481,267**	**10,172,364**	**10,887,650**	**11,627,971**	**12,394,203**	**13,187,254**	**14,008,061**	**14,857,596**	**15,736,865**	**16,646,909**	**17,588,804**	**18,563,665**	**19,572,647**	**20,616,942**	**21,697,789**	**22,816,465**	**23,974,294**	**335,527,042**	
Running Total		**359.253**	**1.090.334**	**2.589.788**	**5.170.841**	**8.749.703**	**12.863.033**	**18.066.850**	**23.865.567**	**30.226.492**	**37.169.302**	**44.714.364**	**52.882.757**	**61.696.296**	**71.177.563**	**81.349.927**	**92.237.577**	**103.865.549**	**116.259.752**	**129.447.006**	**143.455.066**	**158.312.663**	**174.049.528**	**190.696.437**	**208.285.240**	**226.848.905**	**246.421.552**	**267.038.495**	**288.736.283**	**311.552.748**	**335.527.042**		

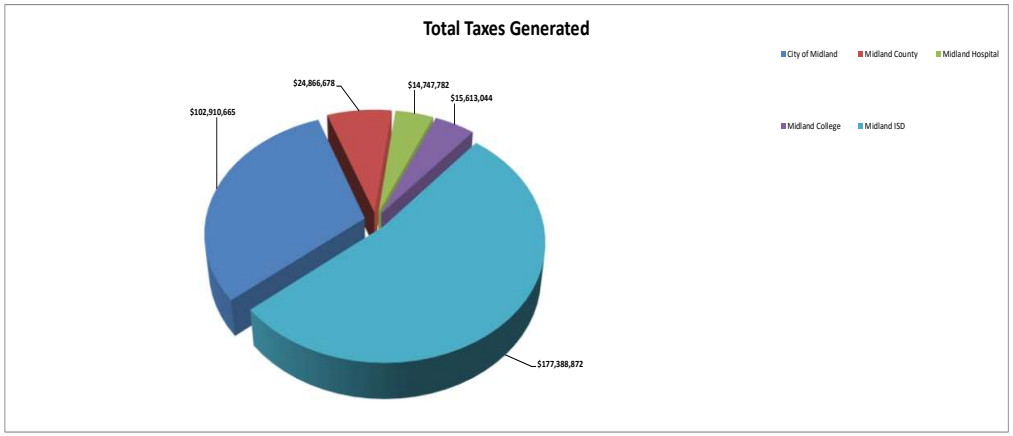
GROSS	335.527.042	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ 83,923	$ 170,784	$ 542,177	$ 1,136,721	$ 1,388,496	$ 1,545,612	$ 1,820,820	$ 1,994,819	$ 2,148,561	$ 2,307,684	$ 2,472,376	$ 2,642,832	$ 2,819,254	$ 3,001,851	$ 3,190,840	$ 3,386,442	$ 3,588,891	$ 3,798,425	$ 4,015,293	$ 4,239,752	$ 4,472,066	$ 4,712,512	$ 4,961,373	$ 5,218,944	$ 5,485,530	$ 5,761,447	$ 6,047,021	$ 6,342,590	$ 6,648,504	$ 6,965,125	102,910,665	City of Midland
Midland County		$ 28,815	$ 58,639	$ 100,185	$ 151,159	$ 229,236	$ 275,607	$ 361,172	$ 412,840	$ 456,105	$ 500,883	$ 547,229	$ 595,198	$ 644,844	$ 696,229	$ 749,412	$ 804,457	$ 861,428	$ 920,393	$ 981,422	$ 1,044,587	$ 1,109,962	$ 1,177,626	$ 1,247,658	$ 1,320,141	$ 1,395,161	$ 1,472,807	$ 1,553,170	$ 1,636,346	$ 1,722,433	$ 1,811,534	24,866,678	Midland County
Midland Hospital		$ 17,500	$ 35,612	$ 60,843	$ 91,800	$ 139,217	$ 162,713	$ 214,514	$ 240,725	$ 266,650	$ 293,483	$ 321,254	$ 349,998	$ 379,747	$ 410,538	$ 442,407	$ 475,390	$ 509,529	$ 544,862	$ 581,432	$ 619,282	$ 658,456	$ 699,002	$ 740,966	$ 784,400	$ 829,354	$ 875,881	$ 924,036	$ 973,877	$ 1,025,462	$ 1,078,853	14,747,782	Midland Hospital
Midland College		$ 18,526	$ 37,701	$ 64,413	$ 97,186	$ 147,385	$ 172,259	$ 227,100	$ 254,849	$ 282,295	$ 310,701	$ 340,102	$ 370,532	$ 402,027	$ 434,625	$ 468,363	$ 503,282	$ 539,423	$ 576,829	$ 615,545	$ 655,615	$ 697,088	$ 740,013	$ 784,439	$ 830,421	$ 878,012	$ 927,269	$ 978,250	$ 1,031,015	$ 1,085,627	$ 1,142,150	15,613,044	Midland College
Midland ISD		$ 210,489	$ 428,345	$ 731,835	$ 1,104,187	$ 1,674,527	$ 1,957,139	$ 2,580,211	$ 2,895,484	$ 3,207,315	$ 3,530,960	$ 3,864,101	$ 4,209,833	$ 4,567,666	$ 4,938,023	$ 5,321,343	$ 5,718,079	$ 6,128,701	$ 6,553,694	$ 6,993,562	$ 7,448,826	$ 7,920,024	$ 8,407,713	$ 8,912,472	$ 9,434,898	$ 9,975,608	$ 10,535,243	$ 11,114,465	$ 11,713,961	$ 12,334,438	$ 12,976,632	177,388,872	Midland ISD
		359,253	**731,080**	**1,499,454**	**2,581,053**	**3,578,862**	**4,113,331**	**5,203,817**	**5,798,717**	**6,360,925**	**6,942,811**	**7,545,062**	**8,168,393**	**8,813,540**	**9,481,267**	**10,172,364**	**10,887,650**	**11,627,971**	**12,394,203**	**13,187,254**	**14,008,061**	**14,857,596**	**15,736,865**	**16,646,909**	**17,588,804**	**18,563,665**	**19,572,647**	**20,616,942**	**21,697,789**	**22,816,465**	**23,974,294**	**335,527,042**	TOTAL

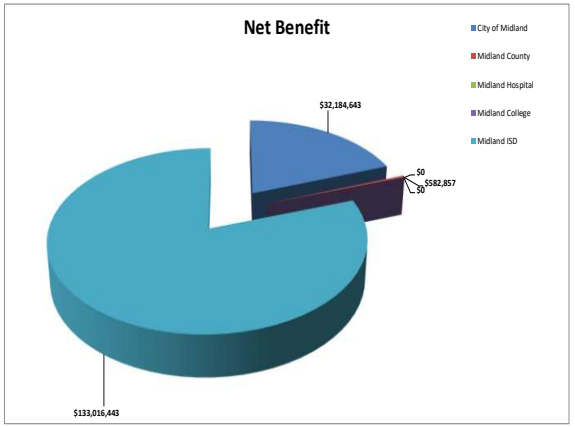
Revenue Summary

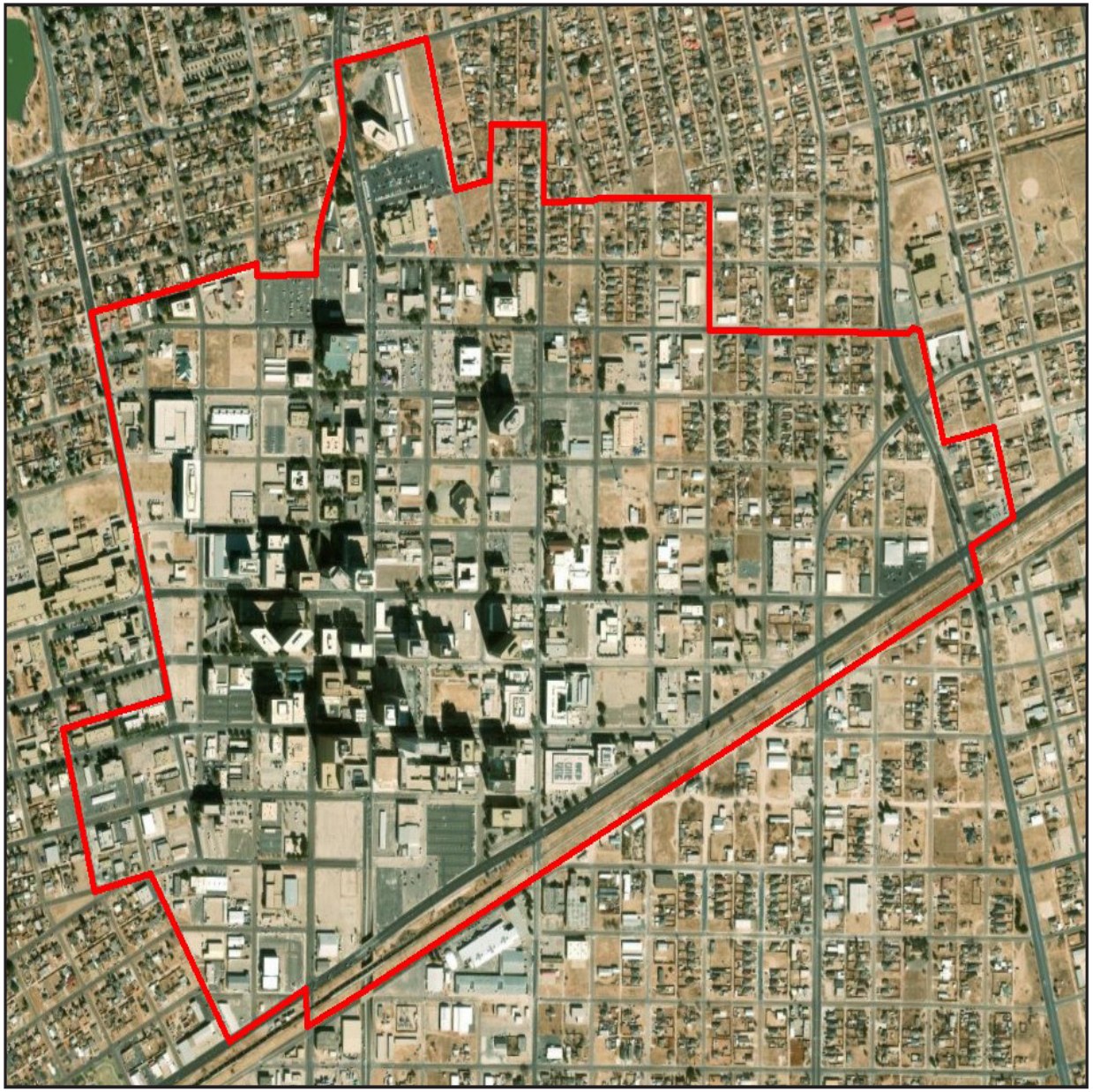
Taxing Jurisdictions	Total Taxes Generated	City Participation (100%)	*Potential Additional Participation (100%)	Net Benefit
City of Midland	$102,910,665	$70,726,022		$32,184,643
Midland County	$24,866,678		$24,283,821	$582,857
Midland Hospital	$14,747,782		$14,747,782	$0
Midland College	$15,613,044		$15,613,044	$0
Midland ISD	$177,388,872		$44,372,430	$133,016,443
Total	**$335,527,042**	**$70,726,022**	**$99,017,077**	**$165,783,942**

**Potential Additional Participation subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$102,910,665	$70,726,022	$32,184,643
City of Midland - Real Property	*$70,726,022*	*$70,726,022*	$0
City of Midland - Sales	*$1,457,142*	*$0*	*$1,457,142*
City of Midland -HOT	*$30,727,500*	*$0*	$30,727,500







Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000025949	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035056	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035353	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025816	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025970	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000035222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000032397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000032398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000034994	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214346	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035167	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051786	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034975	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035383	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214253	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035384	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218745	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000034987	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203976	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000035156	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035159	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035331	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000035164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035527	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041050	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035344	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000035347	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035343	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000035558	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035335	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035316	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035226	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000211388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000025933	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035100	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

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R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000014588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025858	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025942	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025825	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026122	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000025954	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035041	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000026073	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

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R000035327	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035326	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035328	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025868	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025866	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025867	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035035	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000032444	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035382	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000026104	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000025841	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052052	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035381	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034968	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000217758	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035197	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000052206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026088	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035529	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109950	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000058243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025950	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035131		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035130	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017755	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000025936	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035562	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035560	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

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R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035050	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035051	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035552	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215329	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025955	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000025855	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000035155	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000051904	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035546	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035283	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035182	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035118	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000032393	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034974	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035129	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034964	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026133	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026131	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025856	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058241	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041053	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

EXHIBIT "B"
TIF Ordinance

ORDINANCE NO. 10448

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS

WHEREAS, the City of Midland, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City, which is more specifically described in ***Exhibits "A"*** and ***"B"*** of this Ordinance (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Two, City of Midland,* attached as ***Exhibit C*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on October 13, 2023, which date is before the seventh (7th) day before the public hearing held on October 24, 2023; and

WHEREAS, at the public hearing on October 24, 2023, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on October 24, 2023, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on October 24, 2023; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, THAT:

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the expansion of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and

(b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits "A"*** and ***"B"*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as defined in ***Exhibits "A"*** and ***"B"***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located within the City limits of the City; and

2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION THREE. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits "A" and "B" hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Two, City of Midland, Texas (hereinafter referred to as the "Zone").

SECTION FOUR. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members appointed by the City Council. The seven (7) members appointed by the City Council may include the Mayor and the members of the City Council.

The Board shall elect a chairman of the Board. The Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the Tax Increment Fund may appoint two (2) members of the board. The number of directors on the Board of Directors shall be increased by two (2) for each taxing unit that appoints two (2) directors to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws.

The Board may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the Tax Increment Fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the Tax Increment Fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone; provided, however, that any such program shall be subject to final approval of the City Council. For the avoidance of doubt, the Board's establishment and administration of a program authorized by this paragraph, including but not limited to an agreement, amendment of an agreement, or renewal of an agreement authorized by Chapter 380, Local Government Code, in conjunction with Chapter 311, Local Government Code, shall be of no force or effect unless it is approved by the City Council.

Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

SECTION FIVE. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION SIX. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2023, which is the year in which the Zone was designated as a reinvestment zone.

The Tax Increment Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, (ii) one hundred percent (100%) of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION SEVEN. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION EIGHT. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 24th day of October, A.D., 2023; and passed to second reading on motion of Council member Ladd, seconded by Council member Norman, by the following vote:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Norman, seconded by Council member Dufford, on the 14th day of November, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE": Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 14th day of November, A.D., 2023.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohmemiller, City Attorney

EXHIBIT A

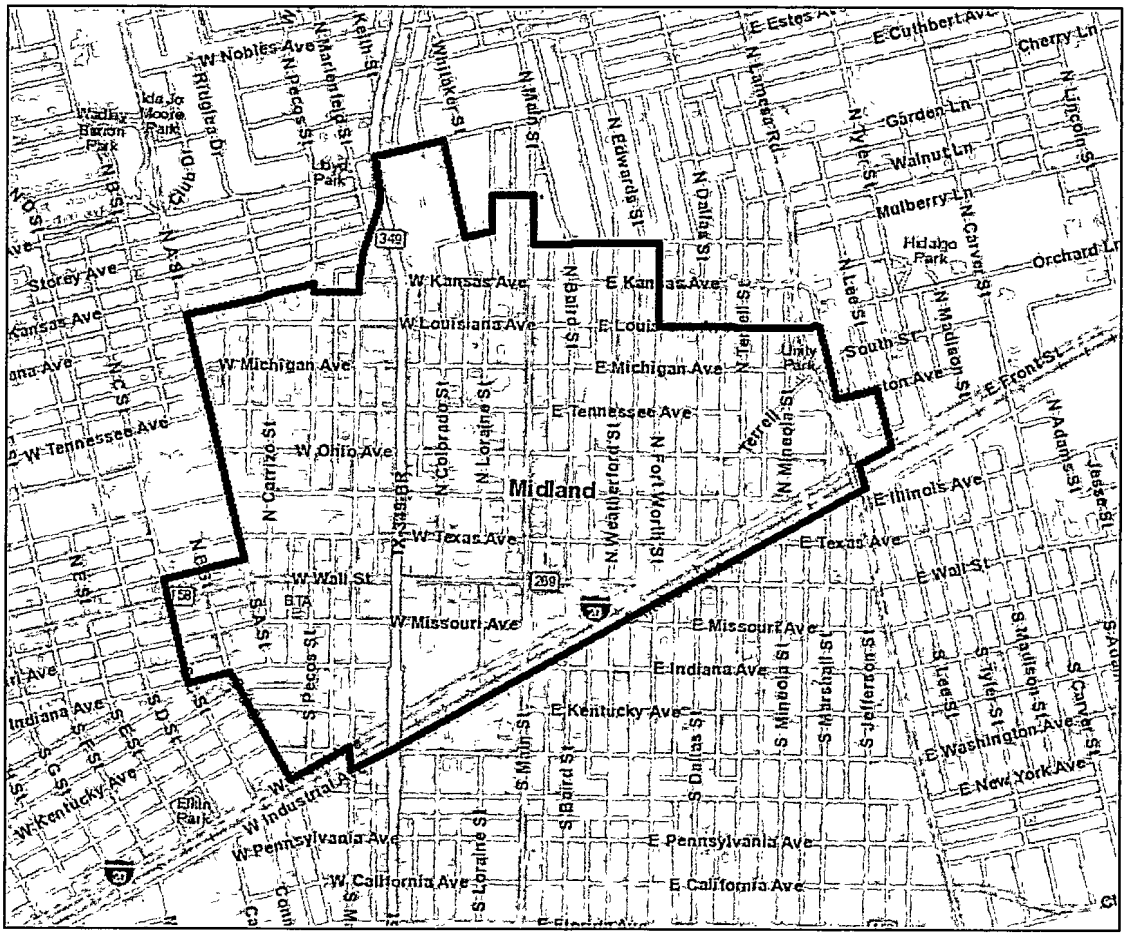
BOUNDARY DESCRIPTION

The proposed boundaries of the Zone, being land all within the City and County of Midland, Texas, are described as follows:

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right-of-way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then east along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then east along the northern boundary of said alley, to the western right-of way line of "A" St., then north along the western right-of-way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then east along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then east along the northern boundary of said alley to the NW corner of said alley and Pecos St., then south along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then east along the northern right-of-way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then north along the western right-of-way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then north along the western right-of-way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then east along the northern right-of-way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then south along the eastern right-of-way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then east along the northern right-of-way line of Walcott St. to the western right-of-way line of Loraine St, then north along the western right-of-way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then east along the northern right-of-way line of Walcott St. to the NE corner of Walcott St. and Main St., then south along the eastern right-of-way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then east along the northern boundary of said alley to the northern right-of-way line of Mississippi Ave. then east along said line to the NE corner of Mississippi Ave. and Fort Worth St., then south along the eastern right-of-way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then east along the northern right-of-way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then south along the eastern boundary of said alley to the southern right-of-way line of South St., then west along said line to the SE corner of South St. and Lamesa Rd., then south along the eastern right-of-way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then east along the northern right-of-way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then south along the eastern right-of-way line of Lee St. to the SE corner of Lee St. and Front Ave., then west along the southern right-of-way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then south along the eastern right-of-way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then west along the southern right-of-way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then north along the western right-of-way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then west along the southern right-of-way line of Front Ave. to the SW corner of Front Ave. and "B" St., then north along the western right-of-way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then west along the southern right-of-way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

EXHIBIT B

BOUNDARY MAP



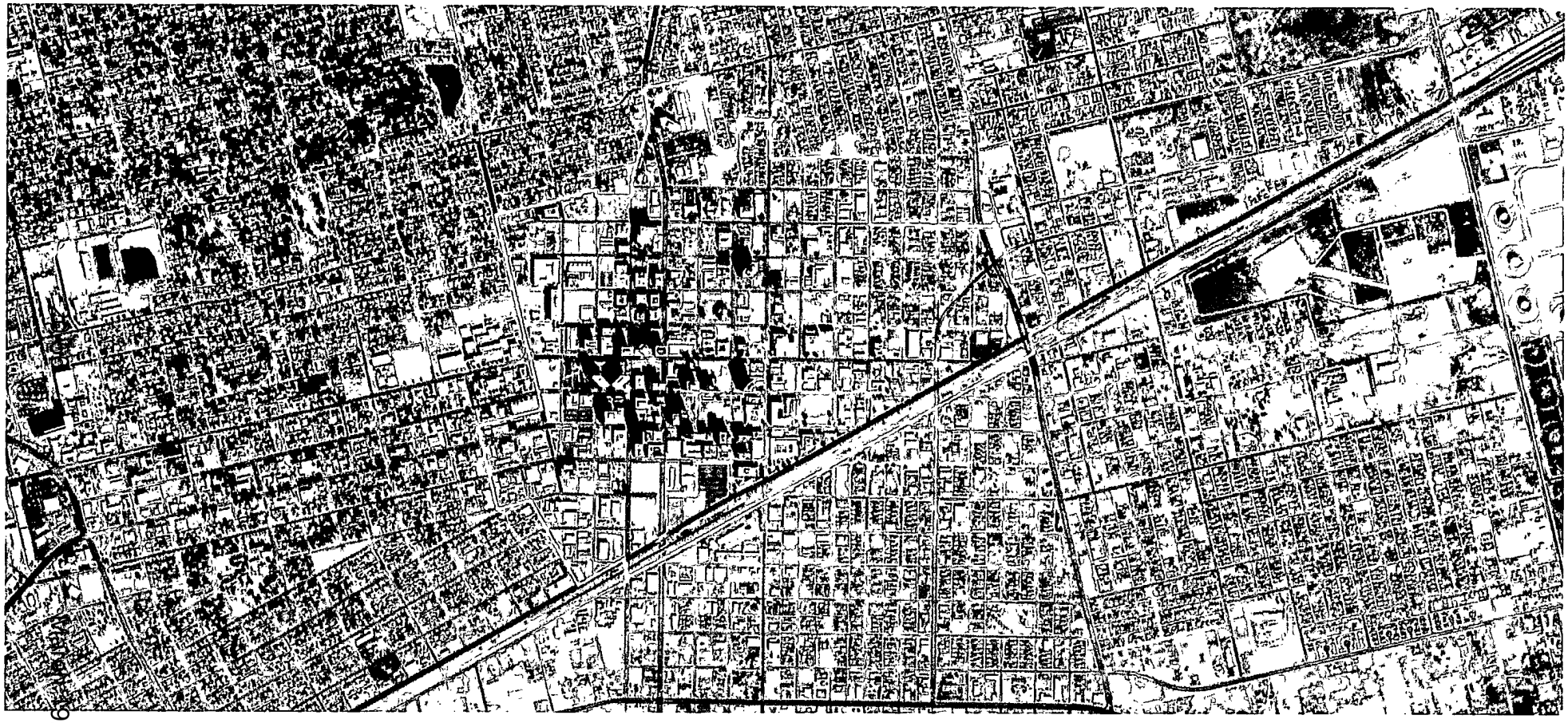
- TIRZ Boundary

EXHIBIT C

PRELIMINARY PROJECT PLAN AND FINANCE PLAN

PRELIMINARY PROJECT AND FINANCING PLAN
OCTOBER 2023

Tax Increment Reinvestment Zone #2
City of Midland, Texas



DRAFT

Monday, October 9, 2023

DAVID PETTIT
Economic Development

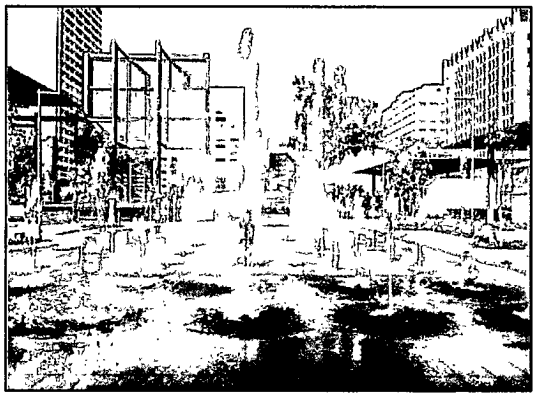
Table of Contents

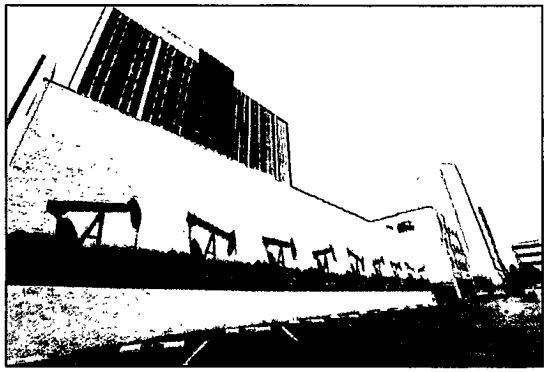
- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
- Financial Feasibility Analysis 7
- Terms and Conditions 14
- Appendix A 15

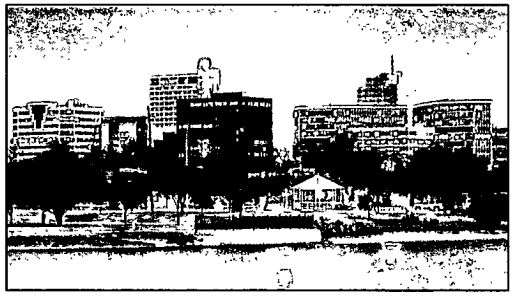
DISCLAIMER

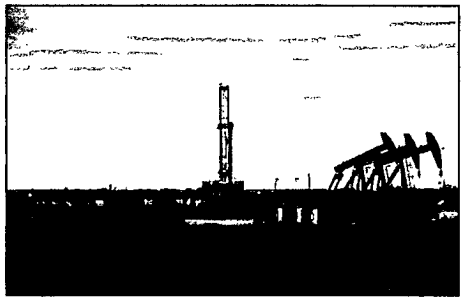
Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

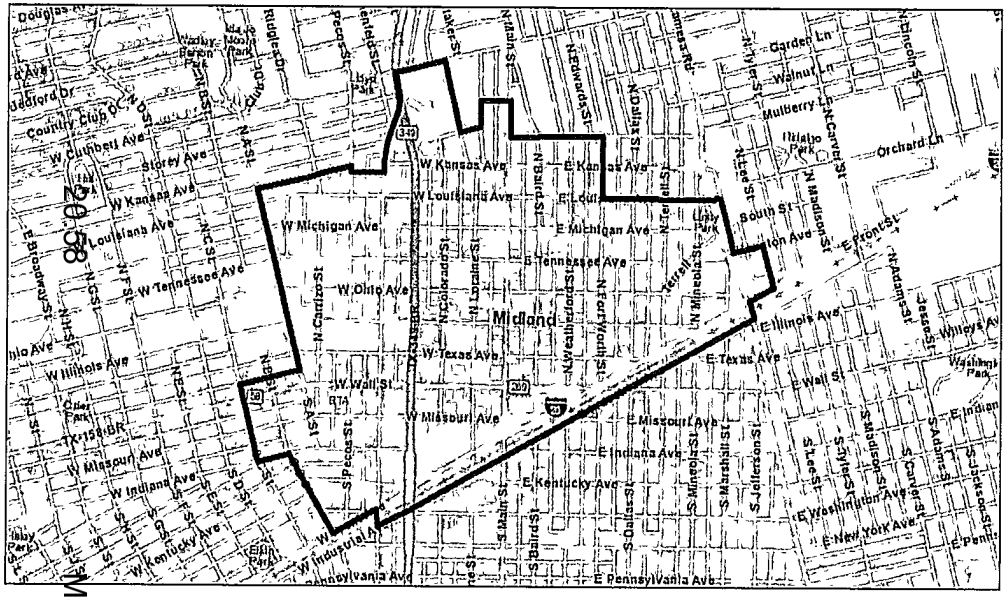
PACKET
20058
March 19, 2024

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $70,726,022 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

TIRZ Boundary

PACKET 20:59 March 19 2014

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of "A" St., then

North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then

North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Current Conditions

PACKET

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $683,794,052. The 2023 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A.**

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

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March 19, 2024

Proposed Development

PACKET: 20261 March 19, 2024

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 100,000	$ 8,000,000
Hotel	2026	135	$ 100,000	$ 13,500,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

Project Costs

PACKET PAGE 062

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 9,901,643**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 17,681,506**	**25.0%**
Street and Intersection Improvements	**$ 7,072,602**	**10.0%**
Pedestrian Enhancements	**$ 10,608,903**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 7,072,602**	**10.0%**
Economic Development Grants	**$ 17,681,506**	**25.0%**
Administrative Costs	**$ 707,260**	**1.0%**
Total	$ 70,726,022	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $70,726,022 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Agenda Item 9 March 9, 2021

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

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Public Facilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

March 19, 2024

PACKET 2024

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone. Subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2023 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.3506620**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

March 19, 2024

Financial Feasibility Analysis - Development Input

► *INPUT*

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.3506620

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 100,000.00	$ 8,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 100,000.00	$ 13,500,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2029	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
	TOTAL	5,665		85,500,000		-		2,500,000

► *OUTPUT*

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	23.4%	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	8.0%	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	4.9%	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	5.2%	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	58.6%	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	62,270,600		$ 62,270,600		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	100.0%	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland College	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	0.0%	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 14,546,699		$ 14,546,699		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland County	10.5%	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	6.4%	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	6.7%	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	76.4%	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	$ 47,723,901		$ 47,723,901		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

PACKET 20165 March 19, 2024

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

Calendar Year | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30

TOTAL TAX REVENUE

REAL PROPERTY

Hotel		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
	Taxable Value Per Unit	100,000	102,500	107,123	110,872	114,752	118,749	122,926	127,220	131,681	134,296	141,060	145,997	151,107	156,368	161,869	167,535	173,399	179,468	185,749	192,250	198,979	205,943	213,151	220,611	228,333	236,324	244,589	253,137	262,017	271,188	280,679
	Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
	Hotel Taxable Value				8,869,743	24,671,745	25,535,258	26,426,990	27,354,004	28,311,394	28,902,293	30,327,872	31,789,348	33,497,976	33,925,055	34,801,832	36,020,900	37,280,709	38,585,534	39,936,878	41,313,779	42,780,481	44,277,777	45,827,499	47,431,481	49,091,582	50,809,787	52,588,109	54,428,693	56,332,697	58,303,378	60,345,055	
Multifamily		150000	153 250	160 684	161 308	172 128	178 153	184 388	190 842	197 521	264 435	211 590	218 993	226 690	234 583	242 804	251 302	260 098	269 201	278 623	288 375	298 468	308 915	319 727	330 917	342 499	354 487	366 894	378 735	383 026	404 782	421 919
	Cumulative Units	-	-	-	173	173	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
	Multifamily Taxable Value						31,176,766	32,267,852	66,776,492	69,132,464	71,552,733	74,676,443	76,646,418	79,331,193	82,167,693	84,581,492	87,653,814	91,074,297	94,220,466	97,518,183	100,931,718	104,443,813	108,122,152	111,994,758	115,921,918	119,974,746	124,070,792	128,412,874	132,907,873	137,558,628	142,373,561	147,356,949	
Multifamily - Adaptive Reuse		90 000	93 150	99 410	99 783	103 277	106 892	110 633	114 503	118 513	122 661	126 954	131 397	135 996	140 756	145 683	150 781	156 059	161 521	167 174	173 025	179 081	185 348	191 838	198 550	205 500	212 692	220 138	227 841	235 815	244 069	252 611	
	Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
	Multifamily Taxable Value						5,344,598	5,531,649	11,450,512	11,851,281	12,266,678	12,805,389	13,139,727	13,599,618	14,675,903	14,498,251	15,029,128	15,605,874	16,152,099	16,717,662	17,302,512	17,909,100	18,534,892	19,183,564	19,853,979	20,548,858	21,268,208	22,012,537	22,784,104	23,581,548	24,405,902	25,261,743	
Retail		500	518	538	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1 030	1 066	1 103	1 142	1 182	1 223	1 266	1 310	1 356	1 403	
	Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
	Taxable Value							1,538,913	1,592,349	3,302,933	3,417,903	3,537,477	3,661,874	3,777,672	3,909,979	4,046,778	4,187,272	4,334,965	4,486,989	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,884	
	Taxable Value	-	-	-	8,869,743	24,671,745	62,056,609	65,765,190	107,189,528	112,587,173	116,527,724	120,609,194	124,827,411	128,196,370	133,718,243	138,394,382	143,242,925	148,255,806	153,444,760	158,815,326	164,372,863	170,126,648	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862	GROSS
	PV																															
City of Midland	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
Midland County	1,753,345	-	-	-	10,679	29,705	74,716	79,161	129,058	135,555	140,298	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,832	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,168	288,937	4,994,817
Midland Hospital	1,094,822	-	-	-	6,666	18,043	45,376	48,087	78,377	82,324	85,205	88,167	91,274	94,466	97,775	101,197	104,739	108,405	112,199	116,128	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College	1,127,286	-	-	-	6,866	18,586	46,738	49,530	80,729	84,794	87,754	90,804	94,012	97,280	100,668	104,203	107,884	111,715	115,703	119,852	124,168	128,659	133,331	138,192	143,249	148,510	153,983	159,677	165,600	171,763	178,175	184,847	3,211,248
Midland ISD	11,907,864	-	-	-	76,008	216,968	545,788	578,405	942,732	990,294	1,024,661	1,060,731	1,097,657	1,136,282	1,176,052	1,217,214	1,259,916	1,303,810	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	34,464,788
Total	21,844,891	-	-	-	131,143	370,346	931,527	987,196	1,608,813	1,696,973	1,746,536	1,808,410	1,872,774	1,938,356	2,007,234	2,077,487	2,150,199	2,225,456	2,302,347	2,380,964	2,467,483	2,553,762	2,643,144	2,735,854	2,831,492	2,930,591	3,032,958	3,139,296	3,249,690	3,363,817	3,480,513	3,602,234	61,210,508

PERSONAL PROPERTY

		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
	Taxable Value Per SF																															
	Cumulative SF																															
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	PV																															GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

SALES TAX

		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
	Sales Per SF	500	518	538	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
	Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Taxable Value	-	-	-	-	-	-	1,538,913	1,592,349	3,302,933	3,417,903	3,537,477	3,661,874	3,777,672	3,909,979	4,046,778	4,187,272	4,334,965	4,486,989	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,884	
	PV																															GROSS
City of Midland		-	-	-	-	-	-	19,207	19,879	41,150	42,581	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142
Midland County		-	-	-	-	-	-	7,083	7,952	16,460	17,032	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,218	24,031	24,872	25,742	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857
	PV																															
Total	581,999	-	-	-	-	-	-	26,290	27,831	57,610	59,627	61,714	63,874	66,109	68,423	70,819	73,297	75,862	78,517	81,265	84,109	87,053	90,100	93,254	96,518	99,896	103,392	107,011	110,756	114,632	118,645	122,797	2,039,999

SUMMARY

		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
	PV																															GROSS
City of Midland	5,331,782	-	-	-	31,103	86,514	217,609	249,821	395,752	435,951	451,200	467,001	483,346	500,263	517,773	535,895	554,651	574,064	594,156	614,952	636,475	658,751	681,808	705,671	730,370	755,932	782,390	809,774	838,116	867,450	897,811	929,234	16,093,941
Midland County	1,849,029	-	-	-	10,679	29,705	74,716	86,244	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	5,577,474
Midland Hospital	1,094,822	-	-	-	6,666	18,043	45,376	48,087	78,377	82,324	85,205	88,167	91,274	94,466	97,775	101,197	104,739	108,405	112,199	116,128	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College	1,127,286	-	-	-	6,866	18,586	46,738	49,530	80,729	84,794	87,754	90,804	94,012	97,280	100,668	104,203	107,884	111,715	115,703	119,852	124,168	128,659	133,331	138,192	143,249	148,510	153,983	159,677	165,600	171,763	178,175	184,847	3,211,248
Midland ISD	11,907,864	-	-	-	76,008	216,968	545,788	578,405	942,732	990,294	1,024,661	1,060,731	1,097,657	1,136,282	1,176,052	1,217,214	1,259,916	1,303,810	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	34,464,788
Total	21,311,783	-	-	-	131,323	370,816	930,227	1,012,087	1,734,598	1,845,578	1,906,156	1,969,545	2,034,831	2,102,737	2,172,814	2,245,374	2,320,596	2,397,669	2,478,786	2,562,145	2,648,768	2,737,779	2,829,331	2,924,524	3,023,477	3,126,331	3,232,230	3,342,327	3,456,782	3,574,763	3,696,448	3,822,031	65,381,727

PARTICIPATION

REAL PROPERTY

	Taxable Value	-	-	-	8,869,743	24,671,745	62,056,609	65,765,190	107,189,528	112,587,173	116,527,724	120,609,194	124,827,411	128,196,370	133,718,243	138,394,382	143,242,925	148,255,806	153,444,760	158,815,326	164,372,863	170,126,648	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862
	PV																														GROSS
City of Midland	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599

PERSONAL PROPERTY — Taxable Value

	PV																														GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

SALES TAX — Taxable Value

City of Midland		-	-	-	-	-	-	1,538,913	1,592,349	3,302,933	3,417,903	3,537,477	3,661,874	3,777,672	3,909,979	4,046,778	4,187,272	4,334,965	4,486,989	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,884	
Midland County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																															
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

SUMMARY

	PV																														GROSS
City of Midland	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599

TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT

SUMMARY

	PV																														GROSS
City of Midland	489,208	-	-	-	-	-	-	19,207	19,879	41,150	42,581	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142
Midland County	1,849,029	-	-	-	10,679	29,705	74,716	86,244	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	5,577,474
Midland Hospital	1,094,822	-	-	-	6,666	18,043	45,376	48,087	78,377	82,324	85,205	88,167	91,274	94,466	97,775	101,197	104,739	108,405	112,199	116,128	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College	1,127,286	-	-	-	6,866	18,586	46,738	49,530	80,729	84,794	87,754	90,804	94,012	97,280	100,668	104,203	107,884	111,715	115,703	119,852	124,168	128,659	133,331	138,192	143,249	148,510	153,983	159,677	165,600	171,763	178,175	184,847	3,211,248
Midland ISD	11,907,864	-	-	-	76,008	216,968	545,788	578,405	942,732	990,294	1,024,661	1,060,731	1,097,657	1,136,282	1,176,052	1,217,214	1,259,916	1,303,810	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	34,464,788
Total	17,219,213	-	-	-	102,940	283,821	713,918	783,472	1,258,872	1,352,547	1,405,187	1,448,304	1,495,826	1,552,423	1,604,758	1,662,994	1,721,159	1,781,441	1,843,792	1,908,324	1,975,116	2,044,245	2,115,783	2,189,848	2,266,491	2,345,818	2,427,921	2,512,893	2,600,850	2,691,889	2,786,094	2,883,569	49,783,908

PACKET

March 6, 2024

DAVID PETTIT
Economic Development

PACKET
20.67
March 19, 2024

HOT Generated

Revenue Year	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms	0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax															
# of Available Rooms	-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms	-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate	$ -	$ -	$ -	$ 175.00	$ 181.13	$ 187.46	$ 194.03	$ 200.82	$ 207.85	$ 215.12	$ 222.65	$ 230.44	$ 238.51	$ 246.85	$ 255.49
Annual Taxable Revenue	$ -	$ -	$ -	$ 3,577,000	$ 9,949,649	$ 10,297,887	$ 10,658,313	$ 11,031,354	$ 11,417,451	$ 11,817,062	$ 12,230,659	$ 12,658,732	$ 13,101,788	$ 13,560,350	$ 14,034,963
City Tax Rate 7%	$ -	$ -	$ -	$ 250,390	$ 696,475	$ 720,852	$ 746,082	$ 772,195	$ 799,222	$ 827,194	$ 856,146	$ 886,111	$ 917,125	$ 949,225	$ 982,447
State Tax Rate 6%	$ -	$ -	$ -	$ 214,620	$ 596,979	$ 617,873	$ 639,499	$ 661,881	$ 685,047	$ 709,024	$ 733,840	$ 759,524	$ 786,107	$ 813,621	$ 842,098
	$ -	$ -	$ -	$ 465,010	$ 1,293,454	$ 1,338,725	$ 1,385,581	$ 1,434,076	$ 1,484,269	$ 1,536,218	$ 1,589,986	$ 1,645,635	$ 1,703,232	$ 1,762,846	$ 1,824,545

15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$ 264.44	$ 273.69	$ 283.27	$ 293.19	$ 303.45	$ 314.07	$ 325.06	$ 336.44	$ 348.21	$ 360.40	$ 373.01	$ 386.07	$ 399.58	$ 413.57	$ 428.04	$ 443.02	
$ 14,526,186	$ 15,034,603	$ 15,560,814	$ 16,105,442	$ 16,669,133	$ 17,252,553	$ 17,856,392	$ 18,481,366	$ 19,128,213	$ 19,797,701	$ 20,490,620	$ 21,207,792	$ 21,950,065	$ 22,718,317	$ 23,513,458	$ 24,336,429	
$ 1,016,833	$ 1,052,422	$ 1,089,257	$ 1,127,381	$ 1,166,839	$ 1,207,679	$ 1,249,947	$ 1,293,696	$ 1,338,975	$ 1,385,839	$ 1,434,343	$ 1,484,545	$ 1,536,505	$ 1,590,282	$ 1,645,942	$ 1,703,550	**$30,727,500**
$ 871,571	$ 902,076	$ 933,649	$ 966,327	$ 1,000,148	$ 1,035,153	$ 1,071,384	$ 1,108,882	$ 1,147,693	$ 1,187,862	$ 1,229,437	$ 1,272,468	$ 1,317,004	$ 1,363,099	$ 1,410,807	$ 1,460,186	**$26,337,858**
$ 1,888,404	$ 1,954,498	$ 2,022,906	$ 2,093,708	$ 2,166,987	$ 2,242,832	$ 2,321,331	$ 2,402,578	$ 2,486,668	$ 2,573,701	$ 2,663,781	$ 2,757,013	$ 2,853,508	$ 2,953,381	$ 3,056,750	$ 3,163,736	$57,065,358

PACKET

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAX BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX			
City of Midland	0.3506620	100%	0.3506620	City of Midland	0.3506620	0%	0.0000000	City of Midland	0.0125000	0%	0.0000000
Midland County	0.1294000	0%	0.0000000	Midland County	0.1294000	0%	0.0000000	Midland County	0.0050000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000	Midland Hospital	0.0731200	0%	0.0000000		0.0175000		0.0175000
Midland College	0.0774100	0%	0.0000000	Midland College	0.0774100	0%	0.0000000				
Midland ISD	0.2200000	0%	0.0000000 *M&S Only	Midland ISD	0.8795000	0%	0.0000000				
	0.8415920		0.3506620		1.5010920		0.0000000				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		City of Midland
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland County
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland Hospital
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland College
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland ISD
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		City of Midland
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland County
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland Hospital
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland College
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland ISD
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########		City of Midland
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########		Midland County
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########		Midland Hospital
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########		Midland College
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########		Midland ISD
REVENUE A TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,564	353,732	450,035	549,710	652,873	759,847	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	66,179,324	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		83,923	170,784	260,564	353,732	450,035	549,710	652,873	759,847	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	66,179,324	
REVENUE 1 - DOWNTOWN TIF - REAL PROPERTY TAX & BUSINESS PERSONAL PROPERTY		0	0	8,659,743	24,871,745	42,056,609	65,765,160	107,189,828	112,587,173	118,627,724	120,606,184	124,627,411	129,196,370	133,714,243	138,394,342	143,242,325	148,255,606	153,444,750	158,815,328	164,373,963	170,126,948	176,081,391	182,244,240	188,622,788	195,224,566	202,057,446	209,129,457	216,448,688	224,024,792	231,865,567	239,980,863	14,546,699	
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Midland		0	0	31,103	88,514	217,609	230,813	378,873	394,800	408,818	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,387	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	0	31,103	88,514	217,609	230,813	378,873	394,800	408,818	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,387	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	
REVENUE 2 - DOWNTOWN SALES TAX - SALES		0	0	0	0	0	1,536,569	1,590,349	3,292,923	3,407,243	3,525,497	3,648,924	3,777,672	3,909,600	4,046,736	4,184,372	4,334,965	4,484,889	4,643,723	4,806,263	4,974,472	5,148,579	5,328,779	5,515,286	5,708,721	5,908,112	6,114,636	6,328,818	6,550,439	6,779,805	7,016,984		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE 3 - HOTEL OCCUPANCY TAX		0	0	3,677,000	8,949,649	10,297,887	10,658,313	11,031,054	11,417,451	11,817,862	12,230,809	12,656,732	13,101,784	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,443	16,669,133	17,252,553	17,856,392	18,481,368	19,126,213	19,797,701	20,490,620	21,207,792	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A, 1, 2, 3		83,923	170,784	291,787	440,246	667,644	780,523	1,028,746	1,154,647	1,278,776	1,407,456	1,540,640	1,678,486	1,821,156	1,968,820	2,121,652	2,279,833	2,443,550	2,612,998	2,788,376	2,969,892	3,157,762	3,352,206	3,553,457	3,761,751	3,977,336	4,200,485	4,431,405	4,670,427	4,917,816	5,173,882	70,726,022	
Running Total		83,923	254,707	546,494	986,740	1,654,384	2,434,908	3,463,653	4,617,900	5,896,676	7,304,132	8,844,773	10,523,259	12,344,415	14,313,235	16,434,887	18,714,720	21,158,270	23,771,267	26,559,643	29,529,535	32,687,297	36,039,503	39,592,960	43,354,711	47,332,047	51,532,512	55,963,917	60,634,345	65,552,160	70,726,022		

GROSS	70,726,022	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ 83,923	$ 170,784	$ 291,787	$ 440,246	$ 667,644	$ 780,323	$ 1,028,746	$ 1,154,447	$ 1,278,776	$ 1,407,456	$ 1,540,640	$ 1,678,486	$ 1,821,156	$ 1,968,820	$ 2,121,652	$ 2,279,833	$ 2,443,550	$ 2,612,998	$ 2,788,376	$ 2,969,892	$ 3,157,762	$ 3,352,206	$ 3,553,457	$ 3,761,751	$ 3,977,336	$ 4,200,485	$ 4,431,405	$ 4,670,427	$ 4,917,816	$ 5,173,882	70,726,022	City of Midland
Midland County		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
Midland Hospital		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
Midland College		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
Midland ISD		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
		83,923	170,784	291,787	440,246	667,644	780,323	1,028,746	1,154,447	1,278,776	1,407,456	1,540,640	1,678,486	1,821,156	1,968,820	2,121,652	2,279,833	2,443,550	2,612,998	2,788,376	2,969,892	3,157,762	3,352,206	3,553,457	3,761,751	3,977,336	4,200,485	4,431,405	4,670,427	4,917,816	5,173,882	70,726,022	TOTAL

March 19, 202

DAVID PETTIT
Economic Development

PACETT

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE VALUE YEAR GROWTH 3.50%
DISCOUNT RATE 8.00%

	REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX				SALES TAX		
City of Midland	0.3506620	100%	0.3506620	City of Midland	0.3506620	100%	0.3506620	City of Midland	0.0125000	100%	0.0125000
Midland County	0.1204000	100%	0.1204000	Midland County	0.1204000	100%	0.1204000	Midland County	0.0050000	100%	0.0050000
Midland Hospital	0.0731200	100%	0.0731200	Midland Hospital	0.0731200	100%	0.0731200		456.7875000		456.7875000
Midland College	0.0774100	100%	0.0774100	Midland College	0.0774100	100%	0.0774100				
Midland ISD	0.8795000	100%	0.8795000	Midland ISD	0.8795000	100%	0.8795000				
	1.5010920		1.5010920		1.5010920		1.5010920				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,664	353,732	459,035	849,719	652,873	759,647	870,157	984,536	1,102,916	1,225,443	1,352,257	1,483,509	1,619,355	1,759,958	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,856	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		28,815	58,639	89,506	121,454	154,520	188,743	224,164	260,825	298,769	338,041	378,688	420,757	464,296	509,364	556,007	604,282	654,247	705,961	759,484	814,881	872,217	931,560	992,980	1,056,549	1,122,343	1,190,440	1,260,921	1,333,868	1,409,369	1,487,512	19,289,203	Midland County
Midland Hospital		17,500	35,612	54,358	73,760	93,841	114,625	136,137	158,401	181,445	205,295	229,980	255,529	281,973	309,341	337,668	366,986	397,330	428,734	461,242	494,885	529,705	565,745	603,045	641,652	681,609	722,955	765,739	810,010	855,822	903,179	11,714,506	Midland Hospital
Midland College		18,526	37,701	57,547	78,068	99,347	121,351	144,124	167,695	192,091	217,340	243,473	270,521	299,518	327,499	357,478	388,517	420,642	453,890	488,303	523,920	560,784	598,937	638,427	679,298	721,600	765,382	810,697	857,597	906,140	956,381	12,401,804	Midland College
Midland ISD		210,469	428,345	653,826	887,199	1,129,740	1,378,734	1,637,478	1,905,280	2,182,453	2,469,328	2,766,243	3,073,551	3,391,614	3,720,809	4,061,527	4,414,169	4,779,154	5,156,913	5,547,894	5,952,559	6,371,388	6,804,875	7,253,535	7,717,897	8,196,513	8,695,949	9,210,797	9,743,553	10,295,181	10,868,001	140,904,105	Midland ISD
		359,253	731,080	1,115,921	1,514,272	1,928,483	2,353,183	2,794,777	3,251,848	3,724,816	4,214,541	4,721,303	5,245,802	5,788,656	6,350,514	6,933,036	7,533,810	8,156,800	8,801,592	9,468,932	10,159,567	10,874,493	11,614,262	12,380,013	13,172,588	13,992,892	14,841,965	15,720,893	16,630,057	17,571,382	18,545,813	240,489,942	
REVENUE 1 - DOWNTOWN TAX INCREMENT REAL PROPERTY TAX BUSINESS PERSONAL PROPERTY		0	0	8,869,743	24,871,745	42,068,609	65,765,100	87,189,828	112,687,173	138,537,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,945	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,858	224,024,702	231,865,567	239,980,862		
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	31,103	88,514	217,609	230,613	375,873	394,600	406,818	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,599	City of Midland
Midland County		0	0	10,879	29,705	74,716	79,161	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,168	288,937	4,994,617	Midland County
Midland Hospital		0	0	6,466	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276	Midland Hospital
Midland College		0	0	6,846	19,096	48,038	50,909	82,975	87,154	90,204	93,341	96,829	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240	Midland College
Midland ISD		0	0	78,009	218,988	545,786	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,768	Midland ISD
		0	0	133,143	370,349	931,527	987,168	1,609,013	1,690,037	1,749,186	1,810,410	1,873,774	1,939,356	2,007,234	2,077,487	2,150,189	2,225,456	2,303,347	2,383,984	2,467,493	2,553,782	2,643,144	2,735,854	2,831,402	2,930,501	3,033,668	3,138,228	3,249,098	3,362,817	3,480,519	3,602,334	62,270,600	
REVENUE 2 - DOWNTOWN SALES TAX																																	
SALES		0	0	0	0	0	1,636,569	1,690,349	3,292,021	3,401,243	3,629,497	3,849,924	3,777,872	3,909,936	4,048,736	4,188,372	4,334,965	4,486,689	4,643,721	4,806,253	4,974,472	5,148,579	5,328,779	5,515,256	5,708,321	5,908,112	6,114,996	6,329,218	6,550,430	6,778,895	7,016,064		
City of Midland		0	0	0	0	0	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,342	City of Midland
Midland County		0	0	0	0	0	7,643	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857	Midland County
		0	0	0	0	0	26,850	27,831	57,610	59,627	61,714	63,874	66,109	68,423	70,818	73,297	75,862	78,517	81,265	84,109	87,053	90,100	93,254	96,518	99,896	103,392	107,011	110,756	114,633	118,643	122,797	2,039,999	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,677,000	8,949,649	19,297,857	10,858,313	11,031,354	11,417,451	11,817,062	12,230,869	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,106,442	16,669,133	17,252,553	17,856,392	18,481,365	19,128,211	19,797,701	20,490,620	21,207,792	21,950,056	22,718,317	23,512,458	24,335,294		
City of Midland		0	0	250,390	596,475	720,852	746,082	772,195	799,222	827,194	856,148	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	City of Midland
		0	0	250,390	596,475	720,852	746,082	772,195	799,222	827,194	856,148	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	
REVENUE A, 1, 2, 3		359,253	731,080	1,489,454	2,881,053	3,578,862	4,113,331	5,203,817	6,798,717	8,280,825	8,842,811	7,545,062	8,188,393	8,813,540	9,481,247	10,172,364	10,887,850	11,627,871	12,394,203	13,187,254	14,008,081	14,857,596	15,736,845	16,648,909	17,598,804	18,583,885	19,572,647	20,616,445	21,697,789	22,816,465	23,974,294	335,527,042	
Running Total		359,253	1,090,334	2,580,788	5,170,841	8,749,703	12,863,033	18,066,850	24,865,567	33,146,392	41,989,203	49,534,265	57,722,658	66,536,198	76,017,445	86,189,809	97,077,659	108,705,530	121,099,733	134,286,987	148,295,068	163,152,664	178,889,509	195,538,418	213,137,222	231,720,107	251,292,754	271,909,199	293,606,988	316,423,453	340,397,747		
GROSS	335,527,042																																
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ 83,923	$ 170,784	$ 542,177	$ 1,136,721	$ 1,388,496	$ 1,545,612	$ 1,920,820	$ 1,994,819	$ 2,148,561	$ 2,307,584	$ 2,472,376	$ 2,642,832	$ 2,819,254	$ 3,001,851	$ 3,190,840	$ 3,386,442	$ 3,588,691	$ 3,796,425	$ 4,015,293	$ 4,238,752	$ 4,472,068	$ 4,712,513	$ 4,961,373	$ 5,218,944	$ 5,485,530	$ 5,761,447	$ 6,047,021	$ 6,342,590	$ 6,648,504	$ 6,965,125	102,910,505	City of Midland
Midland County		$ 28,815	$ 58,639	$ 100,185	$ 151,159	$ 229,236	$ 275,907	$ 361,172	$ 412,840	$ 456,105	$ 500,883	$ 547,229	$ 595,198	$ 644,844	$ 696,229	$ 749,412	$ 804,457	$ 861,428	$ 920,393	$ 981,422	$ 1,044,587	$ 1,109,962	$ 1,177,626	$ 1,247,658	$ 1,320,141	$ 1,395,161	$ 1,472,807	$ 1,553,170	$ 1,636,346	$ 1,722,433	$ 1,811,534	24,866,678	Midland County
Midland Hospital		$ 17,500	$ 35,612	$ 60,843	$ 91,900	$ 139,217	$ 167,713	$ 214,514	$ 240,725	$ 266,650	$ 293,483	$ 321,264	$ 349,998	$ 379,747	$ 410,538	$ 442,407	$ 475,390	$ 509,529	$ 544,862	$ 581,432	$ 619,282	$ 658,458	$ 699,002	$ 740,968	$ 784,400	$ 829,354	$ 875,881	$ 924,036	$ 973,877	$ 1,025,462	$ 1,078,853	14,747,782	Midland Hospital
Midland College		$ 18,526	$ 37,701	$ 64,413	$ 97,166	$ 147,365	$ 172,259	$ 227,100	$ 254,849	$ 282,295	$ 310,701	$ 340,102	$ 370,532	$ 402,027	$ 434,625	$ 468,363	$ 503,282	$ 539,423	$ 576,829	$ 615,545	$ 655,615	$ 697,088	$ 740,013	$ 784,439	$ 830,421	$ 878,012	$ 927,268	$ 978,250	$ 1,031,015	$ 1,085,627	$ 1,142,150	15,613,044	Midland College
Midland ISD		$ 210,469	$ 428,345	$ 731,935	$ 1,104,187	$ 1,674,527	$ 1,957,139	$ 2,580,211	$ 2,825,484	$ 3,207,315	$ 3,530,060	$ 3,864,101	$ 4,209,833	$ 4,567,668	$ 4,938,022	$ 5,321,343	$ 5,718,079	$ 6,128,701	$ 6,553,634	$ 6,993,562	$ 7,448,826	$ 7,920,024	$ 8,407,713	$ 8,912,472	$ 9,434,909	$ 9,975,698	$ 10,535,242	$ 11,114,465	$ 11,713,951	$ 12,334,438	$ 12,976,632	177,398,872	Midland ISD
		359,253	731,080	1,489,454	2,881,053	3,578,862	4,113,331	5,203,817	6,798,717	8,280,825	8,842,811	7,545,062	8,188,393	8,813,540	9,481,247	10,172,364	10,887,850	11,627,871	12,394,203	13,187,254	14,008,081	14,857,596	15,736,845	16,648,909	17,598,804	18,583,885	19,572,647	20,616,445	21,697,789	22,816,465	23,974,294	335,527,042	TOTAL

March 19, 202

DAVID PETTIT
Economic Development

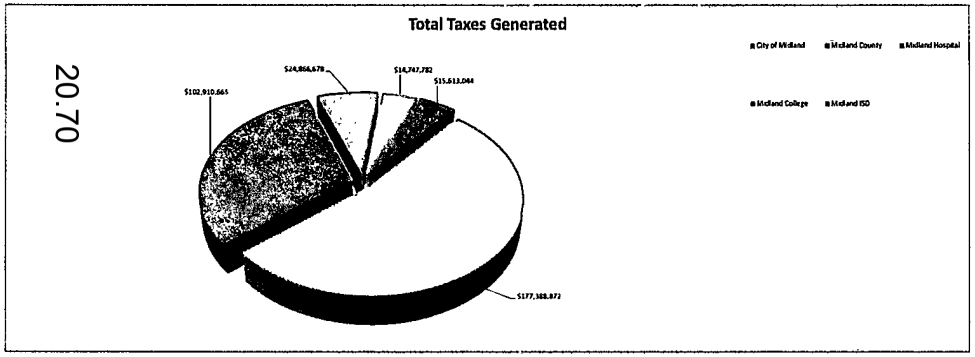
Financial Feasibility Analysis - Summary

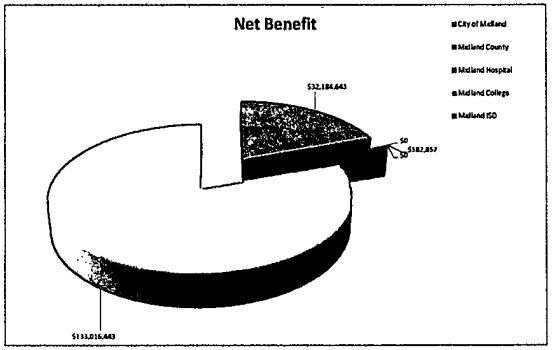
Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	City Participation (100%)	*Potential Additional Participation (100%)	Net Benefit
City of Midland	$102,910,665	$70,726,022		$32,184,643
Midland County	$24,866,678		$24,283,821	$582,857
Midland Hospital	$14,747,782		$14,747,782	$0
Midland College	$15,613,044		$15,613,044	$0
Midland ISD	$177,388,872		$44,372,430	$133,016,443
Total	**$335,527,042**	**$70,726,022**	**$99,017,077**	**$165,783,942**

**Potential Additional Participation subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$102,910,665	$70,726,022	$32,184,643
City of Midland - Real Property	*$70,726,022*	*$70,726,022*	*$0*
City of Midland - Sales	*$1,457,142*	*$0*	*$1,457,142*
City of Midland -HOT	*$30,727,500*	*$0*	$30,727,500





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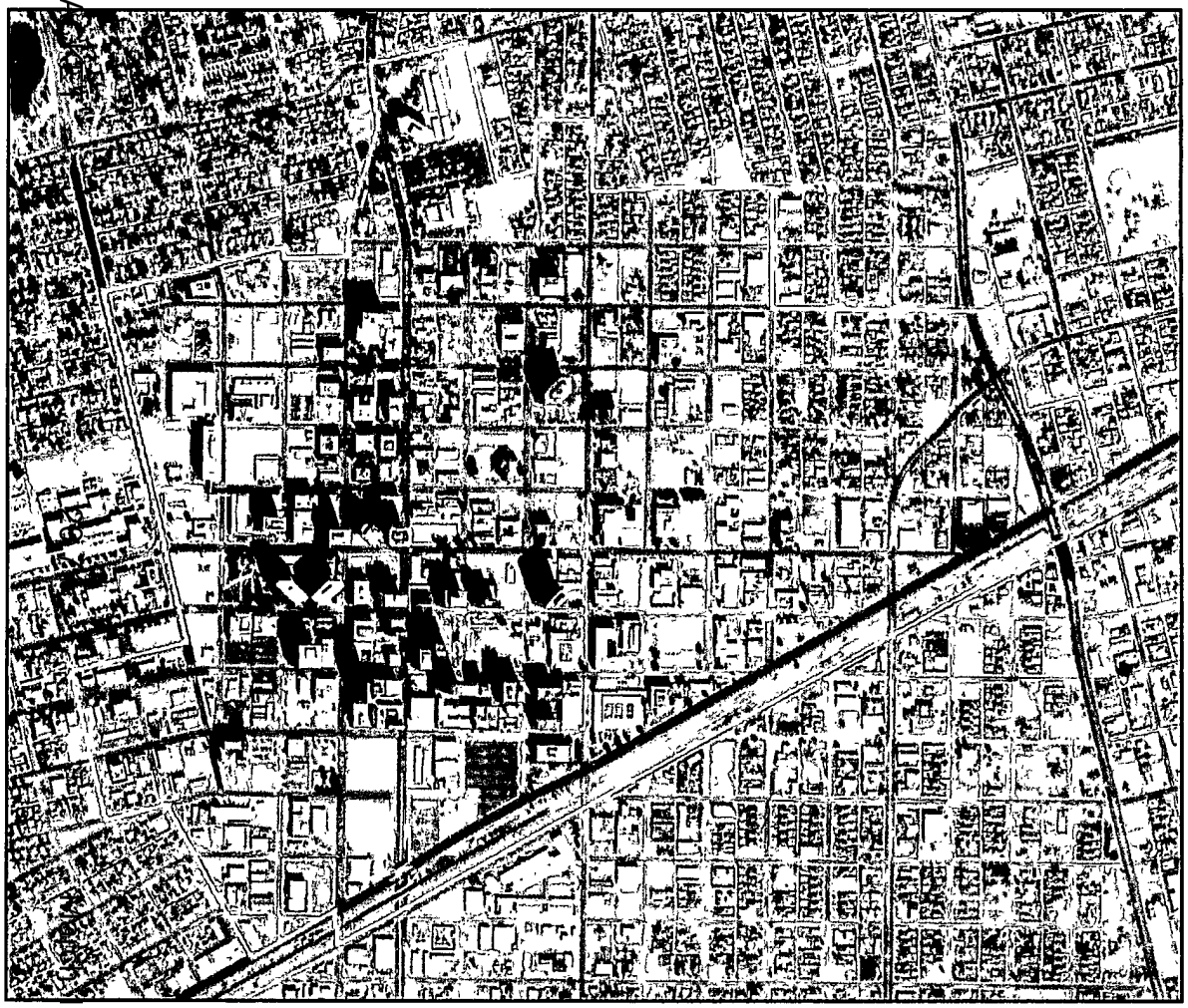


9, 2024

Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PropertyID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000035019	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035466	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035053	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025816	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025920	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000035222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000035397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000035398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000035004	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214246	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000037167	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051486	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034075	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035033	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214283	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035044	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218745	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000032887	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203976	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000038196	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035189	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035031	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000036164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035037	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041090	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035124	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035044	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000036047	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000036043	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000036038	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035035	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035316	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035215	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035216	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000213388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000026033	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035100	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000012588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025938	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025912	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025925	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026422	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000025954	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035041	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000025973	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035327	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035326	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035328	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025808	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025806	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025807	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000036005	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000037444	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035492	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000025104	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000026821	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052012	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000036031	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034958	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035415	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035415	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000212768	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035197	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000035206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026038	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035229	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017687	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109930	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000050243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025950	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035181		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035180	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017265	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000026036	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035162	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035160	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035030	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035031	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035032	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215249	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025995	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000026005	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000035495	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000053504	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035586	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035293	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035092	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035158	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000035293	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034924	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035009	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034904	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026033	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026171	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025826	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058141	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041033	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

PACKET
Page 1
March 19, 2024

EXHIBIT "C"
Participant's Resolution

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CITY OF MIDLAND FOR [MIDLAND COUNTY] TO PARTICIPATE IN THE CITY OF MIDLAND'S TAX INCREMENT REINVESTMENT ZONE NUMBER TWO

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code and pursuant to Ordinance No. 10448, which was adopted by the City Council of the City of Midland (the "City") on November 14, 2023, the City created Tax Increment Reinvestment Zone Number Two (the "Zone"); and

WHEREAS, the City has provided notice to the [Commissioners Court] of [Midland County] of the City's creation of the Zone; and

WHEREAS, the [Commissioners Court] recognizes that [Midland County]'s participation in the funding of the Zone will have the desired effect of developing or redeveloping property in the Zone, to the benefit of all taxing units that levy taxes in the Zone; and

WHEREAS, the [Commissioners Court] finds it to be in the public interest to authorize the execution of an agreement (the "Agreement") with the City for [Midland County] to participate in the Zone;

NOW, THEREFORE, BE IT RESOLVED BY THE [COMMISSIONERS COURT] OF [MIDLAND COUNTY]:

SECTION ONE. That the [County Judge] of the [Commissioners Court] is hereby authorized and directed to execute the Agreement, said Agreement to be in a form substantially similar to that attached hereto as Exbibit A.

SECTION TWO. That one hundred percent (100%) of [Midland County]'s Tax Increment, as defined in the Agreement, shall be deposited into the Tax Increment Fund, as defined in the Agreement, each year during the term of the Agreement beginning with the 2024 tax year; provided, however, that [Midland County]'s total deposits shall not exceed $24,283,821 during the term of the Agreement.

On motion of [Commissioners Court] member SOMERS, seconded by [Commissioners Court] member SANCHEZ, the above and foregoing resolution was adopted by the [Commissioners Court] of [Midland County] at a regular meeting on the 22nd day of January, A.D., 2024, by the following vote:

[Commissioners Court] members voting "AYE": 5

[Commissioners Court] members voting "NAY": 0

[Terry Johnson],
[County Judge]

ATTEST:

Allison Hulley

[Name of Attestor], [Title of Attestor]

APPROVED AS TO FORM ONLY:

Russell Malm County Attorney

[Name of Attorney], [Title of Attorney]

EXHIBIT "A" TO PARTICIPANT'S RESOLUTION

AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS

This **AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS** (**"Agreement"**) is entered into by and between the **CITY OF MIDLAND, TEXAS** (the **"City"**) and **[MIDLAND COUNTY]** (the **"Participant"**).

The City and the Participant hereby agree that the following statements are true and correct and constitute the basis upon which the City and the Participant have entered into this Agreement:

A. On November 14, 2023, the City Council of the City of Midland, Texas (the **"Council"**), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 10448 designating a contiguous geographic area within the City as a Reinvestment Zone Number Two, City of Midland, Texas (the **"Zone"**).

B. Pursuant to and as required by the Act, defined below, the City prepared a Preliminary Reinvestment Zone Project Plan and Financing Plan for Tax Increment Reinvestment Zone Number Two, City of Midland, Texas attached as Exhibit C to Ordinance No. 10448 (hereinafter referred to as the "Preliminary Project and Financing Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone. The Preliminary Project and Financing Plan is hereby incorporated by reference for all purposes and is attached hereto as **Exhibit "A".**

C. Designation of the Zone will cause development of property in and around the Zone to occur that would not occur otherwise in the foreseeable future. It is anticipated that other complementary development in the Zone will follow. This overall development will result in increased tax revenues and other public benefits for both the City and the Participant.

D. Pursuant to Section 311.013(f) of the Texas Tax Code, the Participant is not required to pay any tax increment into the tax increment fund of the Zone unless it enters into an agreement to do so with the City. The Participant wishes to enter into such an agreement with the City.

NOW, THEREFORE, for and in consideration of the conditions set forth herein, the sufficiency of which is hereby acknowledged, the City and the Participant do hereby contract, covenant and agree as follows:

1. INCORPORATION OF RECITALS.

The parties hereby agree that the recitals set forth above are true and correct and form the basis upon which they have entered into this Agreement.

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Act means the Tax Increment Financing Act, as amended and as codified in Chapter 311 of the Texas Tax Code.

Captured Appraised Value in a given year means the total appraised value of all real property taxable by the Participant and located in the Zone for that year less the Tax Increment Base. Captured Appraised Value does not include sales tax, whicb is not included in this Agreement.

Early Termination means the Participant's termination of this Agreement prior to the expiration of the Agreement.

Preliminary Project and Financing Plan means the project plan for the development and/or redevelopment of the Zone, which will be presented to the TIF Board for recommendation of approval, and subsequently presented to the City Council of the City for consideration of approval by ordinance.

Project and Financing Plan means the project plan for the development and/or redevelopment of the Zone that has been approved by City Council of the City by ordinance.

Tax Increment in a given year means the amount of property taxes levied and collected by the Participant for that year on the Captured Appraised Value of real property taxable by the Participant and located in the Zone.

Tax Increment Base means the total appraised value as of January 1, 2023, of all real property taxable by the Participant and located in the Zone.

Tax Increment Fund means that fund created by the City pursuant to Section 311.014 of the Act and Section Seven of City Ordinance No. 10448, which will be maintained by the City as a separate and individual account into which all revenues of the Zone will be deposited, including (i) deposits of Tax Increment by the City and by other taxing units with jurisdiction over real property in the Zone, including the Participant, and (ii) all accrued interest earned on the cash balance of the fund.

TIF Board means the governing board of directors of the Zone appointed in accordance with Section 311.009 of the Act and pursuant to the TIF Ordinance.

TIF Ordinance means City Ordinance No. 10448 adopted on November 14, 2023, attached hereto as **Exhibit "B"**.

Zone means the certain real properties and boundaries as described in the TIF Ordinance.

3. DEPOSIT OF TAX INCREMENT.

Pursuant to a Resolution duly adopted by the governing body of the Participant, which Resolution is attached hereto as **Exhibit "C"** and is hereby made a part of this Agreement for all purposes, and specifically subject to Section 4 of this Agreement, the Participant hereby agrees to deposit each year during the term of this Agreement, beginning with the 2024 tax year, one hundred percent (100%) of the Participant's Tax Increment into the Tax Increment Fund. Such deposits shall be made in accordance with the City's standard administrative procedures, but only following receipt of a bill from the City that outlines the City's calculation of the amount of the deposit that is required for that year. The Participant's participation over the life of the Zone is capped at $24,283,821 (the **"Maximum Participant Contribution"**). Deposits will continue at the percentage rates set forth herein until the Maximum Participant Contribution is reached, at which point the Participant's obligation to the Tax Increment Fund is complete.

The Participant is not obligated to pay the Participant's Tax Increment from any source other than taxes collected on the Captured Appraised Value. Furthermore, the Participant has no duty or obligation to pay the Participant's Tax Increment from any other Participant taxes or revenues, or until the Participant's Tax Increment in the Zone is actually collected. Any portion of the taxes representing the Participant's Tax Increment that are paid to the Participant and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund.

4. LIMITATIONS ON TAX INCREMENT DEPOSITS AND USE OF FUNDS.

This Agreement is based on the following conditions, and the City agrees and acknowledges the Participant's right to enforce the conditions contained herein by injunction or any other lawful means in the event one or more of such conditions are not satisfied.

4.1 Amendments to TIF Ordinance.

The TIF Ordinance designates the boundaries, the eligible real properties for the calculation of Tax Increment for the Zone and the specific participation level of the City. If the TIF Ordinance is amended and materially changes the Participant's participation, the

Participant may suspend payment into the Tax Increment Fund as described in Section 3 until the amendment is approved by the governing body of the Participant as an amendment to this Agreement, or the Participant may elect for Early Termination by providing written notice thereof to the City.

4.2. Project Costs.

The Tax Increment deposited into the Tax Increment Fund by the Participant shall be used to pay project costs for purposes as set forth and identified in the Project and Financing Plan. All Tax Increment Fund allocations, including but not limited to any management and administrative costs, must be approved by the TIF Board in accordance with the Project and Financing Plan. If the Project and Financing Plan as approved by City Ordinance is amended to substantially change the scope and nature of the projects included in the Project and Financing Plan or to include additional projects and associated costs that will increase the total public improvement costs of the Project and Financing Plan, the Participant may suspend payment into the Tax Increment Fund as described in Section 3 until the amendment is approved by the governing body of the Participant as an amendment to this Agreement, or the Participant may elect for Early Termination by providing written notice thereof to the City.

4.3. Zone Expansion.

As defined, the Zone shall include real properties located within the boundaries as described in the TIF Ordinance. If the Zone is expanded, the Participant is not required to deposit into the Tax Increment Fund any Tax Increment generated from properties in the expanded area unless participation in the expanded boundary area is approved by the governing body of the Participant as an amendment to this Agreement. Additionally, the Tax Increment deposited into the Tax Increment Fund by the Participant may not be used for any permissible project costs in any portion of the expanded area of the Zone unless approved by the governing body of the Participant as an amendment to this Agreement.

4.4 Conformance to Project and Financing Plan.

If the projects to be undertaken pursuant to the Project and Financing Plan are not undertaken within the timeline set forth in the Project and Financing Plan, are discontinued, are performed in a manner and quality inconsistent with the Project and Financing Plan, or are terminated, the Participant may elect for Early Termination by providing written notice thereof to the City.

4.5 TIF Board Membership.

During the term of the Zone, the TIF Board shall include two (2) Participant representatives and the remaining members of the board shall be designated by the City Council and the other taxing units participating in the Zone as described in the TIF

Ordinance. The governing body of the Participant shall provide the name and address of their designated representative to the City Council of the City for appointment to the TIF Board. The City Council of the City shall appoint the designated representatives to the TIF Board. If the designated representatives are not appointed to the TIF Board or the TIF Board does not consist of the representatives stated above, the Participant may suspend payment into the Tax Increment Fund as described in Section 3 until such time that the requirements above are satisfied.

5. TERM.

This Agreement shall take effect on the date as of which both parties have executed it and shall expire upon expiration or termination of the Zone or the date on which all Participant obligations have been met, which currently is the earlier of (i) the date on which the tax increment for tax year 2054 has been paid, (ii) the date on which all project costs of the Zone, including, but not limited to, tax increment bonds and interest on those bonds, have been paid or otherwise satisfied in full, or (iii) the date on which the Maximum Participant Contribution is reached; provided, however, that the Participant may elect for Early Termination as specified in Sections 4.1, 4.2, and 4.4 hereof.

Nothing in this Agreement limits the authority of the City Council and the Participant's governing body to mutually agree to extend the term of the Agreement. Upon termination of the Agreement, the obligation of the Participant to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City or the Zone shall survive such termination.

6. TAX INCREMENT FUND ACCOUNTING.

Throughout the term of the Zone, no later than 90th day following the end of each fiscal year of the City, following execution of this Agreement, the City shall provide the Participant with an annual accounting of the funds deposited to and disbursed from the Tax Increment Fund, including accrued interest.

After all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid, and subject to any agreement with bondholders, any funds remaining in the Tax Increment Fund following the final annual accounting by the City shall be paid to the Participant, the City, and the other taxing units participating in the Zone in proportion to the Participant's, the City's, and each other taxing unit's respective share of the total amount of Tax Increments derived from taxable real property in the Zone that were deposited in the Tax Increment Fund. For the avoidance of doubt, if the Participant elects for Early Termination as specified in Section 4.1, 4.2, or 4.4 hereof, the Participant's proportional share of the funds in the Tax Increment Fund shall remain in the Tax Increment Fund until all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid.

7. RESPONSIBILITY FOR ACTS.

The City and the Participant shall each be responsible for the sole negligent acts of their officers, agents, employees or separate contractors. In the event of joint and concurrent negligence of both the City and the Participant, responsibility, if any, shall be apportioned comparatively with the laws of the State of Texas, with the understanding that neither party waives any governmental powers or immunities or any other defenses available to each individually.

8. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party may subsequently designate in writing, by certified mail, postage prepaid, or by hand delivery:

City:

City of Midland, Texas
Attn: City Manager
300 N. Loraine Street
Midland, TX 79701

Participant:

[Midland County]
Attn: [County Judge Terry Johnson]
[500 North Loraine, 11th Floor]
Midland, TX 79701

9. NO WAIVER.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. VENUE AND JURISDICTION.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Midland County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

11. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the City and the Participant and are not intended to create any rights, contractual or otherwise, to any other person or entity.

12. FORCE MAJEURE.

The parties shall exercise every reasonable effort to meet their respective obligations as set forth in this Agreement, but shall not be held liable for any delay in or omission of performance due to *force majeure* or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems and/or any other cause beyond the reasonable control of either party.

13. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

14. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

15. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the Participant as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

16. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the later date on the following signature pages.

[Signature pages follow]

[MIDLAND COUNTY]:

By: _____
[Terry Johnson]
[County Judge]

Date: 1/24/24

ATTEST:

By: _____
[Attestor's Name]
[Attestor's Title]

APPROVED AS TO FORM ONLY:

By: Russell Mahn County Attorney
[Attorney's Name]
[Attorney's Title]

THE STATE OF TEXAS §
§ **[MIDLAND COUNTY]**
COUNTY OF MIDLAND § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **[Terry Johnson]**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **[MIDLAND COUNTY]**, and as the **[COUNTY JUDGE]** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24 day of JANUARY, 2024.

JENNIFER HILTON NOTARY PUBLIC STATE OF TEXAS ID# 128723988 EXPIRES 10-21-2027

_____
Notary Public in and for
The State of Texas

10/21/2027
My Commission Expires

JENNIFER HILTON
Notary's Printed Name

CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

Date:_____

ATTEST:

By: _____
Marcia Bentley-German
City Secretary

APPROVED AS TO FORM ONLY:

By:_____
John Ohnemiller
City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

CITY OF MIDLAND, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TOMMY GONZALEZ** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF MIDLAND,** a home rule municipal corporation, and as the **CITY MANAGER** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20___.

_____
Notary Public in and for
The State of Texas

_____
My Commission Expires

_____
Notary's Printed Name

EXHIBIT "A"
Preliminary Project and Financing Plan

Tax Increment Reinvestment Zone #2
City of Midland, Texas



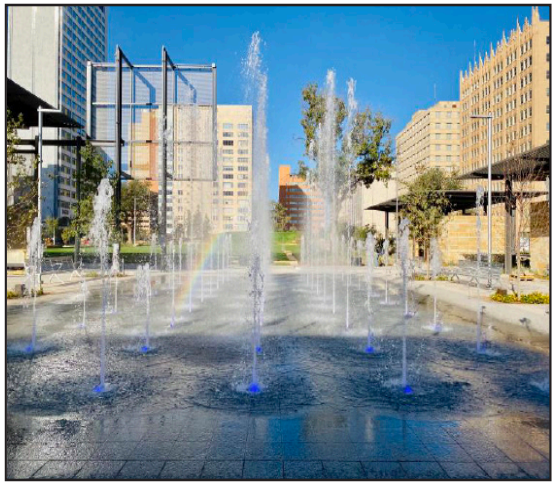
Table of Contents

- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
- Financial Feasibility Analysis 7
- Terms and Conditions 14
- Appendix A 15

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

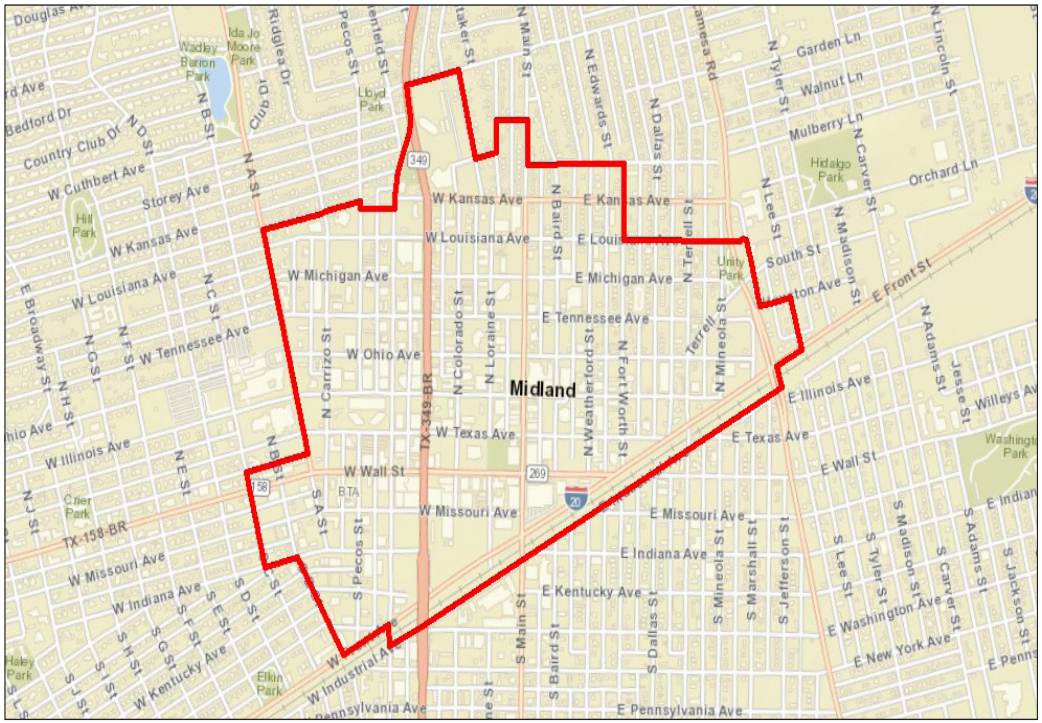
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $70,726,022 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of "A" St., then

North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then

North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $683,794,052. The 2023 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 100,000	$ 8,000,000
Hotel	2026	135	$ 100,000	$ 13,500,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 9,901,643**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 17,681,506**	**25.0%**
Street and Intersection Improvements	**$ 7,072,602**	**10.0%**
Pedestrian Enhancements	**$ 10,608,903**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 7,072,602**	**10.0%**
Economic Development Grants	**$ 17,681,506**	**25.0%**
Administrative Costs	**$ 707,260**	**1.0%**
Total	$ 70,726,022	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $70,726,022 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone. Subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2023 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.3506620**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

▶ ***INPUT***

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.3506620

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 100,000.00	$ 8,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 100,000.00	$ 13,500,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2029	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
	TOTAL	5,665		85,500,000		-		2,500,000

▶ ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*23.4%*	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	*8.0%*	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	*4.9%*	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	*5.2%*	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	*58.6%*	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	62,270,600		$ 62,270,600		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*100.0%*	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 14,546,699		$ 14,546,699		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland County	*10.5%*	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	*6.4%*	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	*6.7%*	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	*76.4%*	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	$ 47,723,901		$ 47,723,901		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Hotel Taxable Value Per Unit	100,000	103,500	107,123	110,872	114,752	118,769	122,926	127,228	131,681	136,290	141,060	145,997	151,107	156,396	161,869	167,535	173,399	179,468	185,749	192,250	198,979	205,943	213,151	220,611	228,333	236,324	244,596	253,157	262,017	271,188	280,679
Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
Hotel Taxable Value	-	-	-	**8,869,743**	**24,671,745**	**25,535,256**	**26,428,990**	**27,354,004**	**28,311,394**	**29,302,293**	**30,327,873**	**31,389,349**	**32,487,976**	**33,625,055**	**34,801,932**	**36,020,000**	**37,280,700**	**38,585,524**	**39,936,018**	**41,333,778**	**42,780,491**	**44,277,777**	**45,827,499**	**47,431,461**	**49,091,562**	**50,809,767**	**52,588,109**	**54,428,693**	**56,333,697**	**58,305,276**	**60,346,065**
Multifamily Taxable Value Per Unit	150000	155,250	160,684	166,308	172,128	178,153	184,388	190,842	197,521	204,435	211,590	218,995	226,660	234,593	242,804	251,302	260,098	269,201	278,623	288,375	298,468	308,915	319,727	330,917	342,499	354,487	366,894	379,735	393,026	406,782	421,019
Cumulative Units	-	-	-	-	-	175	175	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
Multifamily Taxable Value	-	-	-	-	-	**31,176,766**	**32,267,952**	**66,794,661**	**69,132,474**	**71,552,111**	**74,056,435**	**76,648,410**	**79,331,105**	**82,107,693**	**84,981,462**	**87,955,814**	**91,034,267**	**94,220,466**	**97,518,183**	**100,931,319**	**104,463,915**	**108,120,152**	**111,904,358**	**115,821,010**	**119,874,746**	**124,070,362**	**128,412,824**	**132,907,273**	**137,559,028**	**142,373,594**	**147,356,669**
Multifamily - Adaptive Reuse Taxable Value Per Unit	90,000	93,150	96,410	99,785	103,277	106,892	110,633	114,505	118,513	122,661	126,954	131,397	135,996	140,756	145,683	150,781	156,059	161,521	167,174	173,025	179,081	185,349	191,836	198,550	205,500	212,692	220,136	227,841	235,815	244,069	252,611
Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Multifamily Taxable Value	-	-	-	-	-	**5,344,588**	**5,531,649**	**11,450,513**	**11,851,281**	**12,266,076**	**12,695,389**	**13,139,727**	**13,599,618**	**14,075,605**	**14,568,251**	**15,078,139**	**15,605,874**	**16,152,080**	**16,717,403**	**17,302,512**	**17,908,100**	**18,534,883**	**19,183,604**	**19,855,030**	**20,549,956**	**21,269,205**	**22,013,627**	**22,784,104**	**23,581,548**	**24,406,902**	**25,261,143**
Retail Taxable Value Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Multifamily Taxable Value	-	-	-	-	-	-	**1,536,569**	**1,590,349**	**3,292,023**	**3,407,243**	**3,526,497**	**3,649,924**	**3,777,672**	**3,909,890**	**4,046,736**	**4,188,372**	**4,334,965**	**4,486,689**	**4,643,723**	**4,806,253**	**4,974,472**	**5,148,579**	**5,328,779**	**5,515,286**	**5,708,321**	**5,908,112**	**6,114,896**	**6,328,918**	**6,550,430**	**6,779,695**	**7,016,984**
Taxable Value	-	-	-	**8,869,743**	**24,671,745**	**62,056,609**	**65,765,160**	**107,189,528**	**112,587,173**	**116,527,724**	**120,606,194**	**124,827,411**	**129,196,370**	**133,718,243**	**138,398,382**	**143,242,325**	**148,255,806**	**153,444,760**	**158,815,926**	**164,373,863**	**170,126,948**	**176,081,391**	**182,244,240**	**188,622,788**	**195,224,586**	**202,057,446**	**209,129,457**	**216,448,988**	**224,024,702**	**231,865,567**	**239,980,852**
PV																															GROSS
City of Midland **5,106,573**	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	**14,546,699**
Midland County **1,753,345**	-	-	-	10,679	29,705	74,716	79,181	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	**4,994,617**
Midland Hospital **1,064,822**	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	**3,033,276**
Midland College **1,127,296**	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	**3,211,240**
Midland ISD **12,807,864**	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	**36,484,768**
Total **21,859,901**	-	-	-	**133,143**	**370,346**	**931,527**	**987,196**	**1,609,013**	**1,690,037**	**1,749,188**	**1,810,410**	**1,873,774**	**1,939,356**	**2,007,234**	**2,077,487**	**2,150,199**	**2,225,456**	**2,303,347**	**2,383,964**	**2,467,403**	**2,553,762**	**2,643,144**	**2,735,654**	**2,831,402**	**2,930,501**	**3,033,068**	**3,139,226**	**3,249,098**	**3,362,817**	**3,480,515**	**3,602,334**	**62,270,600**
PERSONAL PROPERTY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Taxable Value Per SF																															
Cumulative SF																															
Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Sales Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Taxable Value	-	-	-	-	-	-	**1,536,569**	**1,590,349**	**3,292,023**	**3,407,243**	**3,526,497**	**3,649,924**	**3,777,672**	**3,909,890**	**4,046,736**	**4,188,372**	**4,334,965**	**4,486,689**	**4,643,723**	**4,806,253**	**4,974,472**	**5,148,579**	**5,328,779**	**5,515,286**	**5,708,321**	**5,908,112**	**6,114,896**	**6,328,918**	**6,550,430**	**6,779,695**	**7,016,984**
GROSS																															
City of Midland **1,457,142**	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	**1,457,142**
Midland County -	-	-	-	-	-	-	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	**582,857**
PV																															
Total **584,899**	-	-	-	-	-	-	**26,890**	**27,831**	**57,610**	**59,627**	**61,714**	**63,874**	**66,109**	**68,423**	**70,818**	**73,297**	**75,862**	**78,517**	**81,265**	**84,109**	**87,053**	**90,100**	**93,254**	**96,518**	**99,896**	**103,392**	**107,011**	**110,756**	**114,633**	**118,645**	**122,797**	**2,039,999**
SUMMARY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
PV																															GROSS
City of Midland **5,595,782**	-	-	-	31,103	86,514	217,609	249,821	395,752	435,951	451,209	467,001	483,346	500,263	517,773	535,895	554,651	574,064	594,156	614,952	636,475	658,751	681,808	705,671	730,370	755,932	782,390	809,774	838,116	867,450	897,811	929,234	**16,003,841**
Midland County **1,949,028**	-	-	-	10,679	29,705	74,716	86,864	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	**5,577,474**
Midland Hospital **1,064,822**	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	**3,033,276**
Midland College **1,127,296**	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	**3,211,240**
Midland ISD **12,807,864**	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	**36,484,768**
Total **22,544,792**	-	-	-	**133,143**	**370,346**	**931,527**	**1,014,086**	**1,636,845**	**1,747,647**	**1,808,815**	**1,872,124**	**1,937,648**	**2,005,466**	**2,075,657**	**2,148,305**	**2,223,496**	**2,301,318**	**2,381,864**	**2,465,229**	**2,551,512**	**2,640,815**	**2,733,244**	**2,828,907**	**2,927,919**	**3,030,396**	**3,136,460**	**3,246,236**	**3,359,855**	**3,477,449**	**3,599,160**	**3,725,131**	**64,310,599**

PARTICIPATION

REAL PROPERTY	*Taxable Value*	-	-	-	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862
PV																															GROSS
City of Midland **5,106,573**	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	**14,546,699**
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total **5,106,573**	-	-	-	**31,103**	**86,514**	**217,609**	**230,613**	**375,873**	**394,800**	**408,618**	**422,920**	**437,722**	**453,043**	**468,899**	**485,311**	**502,296**	**519,877**	**538,072**	**556,905**	**576,397**	**596,571**	**617,451**	**639,061**	**661,428**	**684,578**	**708,539**	**733,338**	**759,004**	**785,570**	**813,064**	**841,522**	**14,546,699**
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*	-	-	-	-	-	-	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984	
City of Midland -																																-
Midland County -																																
PV																																
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																
PV																															GROSS
City of Midland **5,106,573**	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	**14,546,699**
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total **5,106,573**	-	-	-	**31,103**	**86,514**	**217,609**	**230,613**	**375,873**	**394,800**	**408,618**	**422,920**	**437,722**	**453,043**	**468,899**	**485,311**	**502,296**	**519,877**	**538,072**	**556,905**	**576,397**	**596,571**	**617,451**	**639,061**	**661,428**	**684,578**	**708,539**	**733,338**	**759,004**	**785,570**	**813,064**	**841,522**	**14,546,699**

TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT

SUMMARY																															
PV																															GROSS
City of Midland **489,208**	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	**1,457,142**
Midland County **1,949,028**	-	-	-	10,679	29,705	74,716	86,864	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	**5,577,474**
Midland Hospital **1,064,822**	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	**3,033,276**
Midland College **1,127,296**	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	**3,211,240**
Midland ISD **12,807,864**	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	**36,484,768**
Total **17,448,218**	-	-	-	**102,040**	**283,831**	**713,918**	**783,472**	**1,260,972**	**1,352,847**	**1,400,197**	**1,449,204**	**1,499,926**	**1,552,423**	**1,606,758**	**1,662,994**	**1,721,199**	**1,781,441**	**1,843,792**	**1,908,324**	**1,975,116**	**2,044,245**	**2,115,793**	**2,189,846**	**2,266,491**	**2,345,818**	**2,427,921**	**2,512,899**	**2,600,850**	**2,691,880**	**2,786,096**	**2,883,609**	**49,743,500**

DAVID PETTIT Economic Development

HOT Generated

Revenue Year		0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms		0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms		-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate		$ -	$ -	$ -	$ 175.00	$ 181.13	$ 187.46	$ 194.03	$ 200.82	$ 207.85	$ 215.12	$ 222.65	$ 230.44	$ 238.51	$ 246.85	$ 255.49
Annual Taxable Revenue		$ -	$ -	$ -	$ 3,577,000	$ 9,949,649	$ 10,297,887	$ 10,658,313	$ 11,031,354	$ 11,417,451	$ 11,817,062	$ 12,230,659	$ 12,658,732	$ 13,101,788	$ 13,560,350	$ 14,034,963
City Tax Rate	7%	$ -	$ -	$ -	$ 250,390	$ 696,475	$ 720,852	$ 746,082	$ 772,195	$ 799,222	$ 827,194	$ 856,146	$ 886,111	$ 917,125	$ 949,225	$ 982,447
State Tax Rate	6%	$ -	$ -	$ -	$ 214,620	$ 596,979	$ 617,873	$ 639,499	$ 661,881	$ 685,047	$ 709,024	$ 733,840	$ 759,524	$ 786,107	$ 813,621	$ 842,098
		$ -	$ -	$ -	$ 465,010	$ 1,293,454	$ 1,338,725	$ 1,385,581	$ 1,434,076	$ 1,484,269	$ 1,536,218	$ 1,589,986	$ 1,645,635	$ 1,703,232	$ 1,762,846	$ 1,824,545

	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$	264.44	$ 273.69	$ 283.27	$ 293.19	$ 303.45	$ 314.07	$ 325.06	$ 336.44	$ 348.21	$ 360.40	$ 373.01	$ 386.07	$ 399.58	$ 413.57	$ 428.04	$ 443.02	
$	14,526,186	$ 15,034,603	$ 15,560,814	$ 16,105,442	$ 16,669,133	$ 17,252,553	$ 17,856,392	$ 18,481,366	$ 19,128,213	$ 19,797,701	$ 20,490,620	$ 21,207,792	$ 21,950,065	$ 22,718,317	$ 23,513,458	$ 24,336,429	
$	1,016,833	$ 1,052,422	$ 1,089,257	$ 1,127,381	$ 1,166,839	$ 1,207,679	$ 1,249,947	$ 1,293,696	$ 1,338,975	$ 1,385,839	$ 1,434,343	$ 1,484,545	$ 1,536,505	$ 1,590,282	$ 1,645,942	$ 1,703,550	**$30,727,500**
$	871,571	$ 902,076	$ 933,649	$ 966,327	$ 1,000,148	$ 1,035,153	$ 1,071,384	$ 1,108,882	$ 1,147,693	$ 1,187,862	$ 1,229,437	$ 1,272,468	$ 1,317,004	$ 1,363,099	$ 1,410,807	$ 1,460,186	**$26,337,858**
$	1,888,404	$ 1,954,498	$ 2,022,906	$ 2,093,708	$ 2,166,987	$ 2,242,832	$ 2,321,331	$ 2,402,578	$ 2,486,668	$ 2,573,701	$ 2,663,781	$ 2,757,013	$ 2,853,508	$ 2,953,381	$ 3,056,750	$ 3,163,736	$57,065,358

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX

City of Midland	0.3506620	100%	0.3506620
Midland County	0.1204000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000
Midland College	0.0774100	0%	0.0000000
Midland ISD	0.2200000	0%	0.0000000
	0.8415920		*0.3506620*

*I&S Only

BUSINESS PERSONAL PROPERTY TAX

City of Midland	0.3506620	0%	0.0000000
Midland County	0.1204000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000
Midland College	0.0774100	0%	0.0000000
Midland ISD	0.8795000	0%	0.0000000
	1.5010920		*0.0000000*

SALES TAX

City of Midland	0.0125000	0%	0.0000000
Midland County	0.0050000	0%	0.0000000
	456.7675000		*0.0175000*

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,684	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		83,923	**170,784**	**260,684**	**353,732**	**450,035**	**549,710**	**652,873**	**759,647**	**870,157**	**984,536**	**1,102,918**	**1,225,443**	**1,352,257**	**1,483,509**	**1,619,355**	**1,759,956**	**1,905,478**	**2,056,093**	**2,211,979**	**2,373,322**	**2,540,311**	**2,713,145**	**2,892,028**	**3,077,173**	**3,268,797**	**3,467,128**	**3,672,401**	**3,884,858**	**4,104,751**	**4,332,341**	**56,179,324**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**0**	**31,103**	**86,514**	**217,609**	**230,613**	**375,873**	**394,800**	**408,618**	**422,920**	**437,722**	**453,043**	**468,899**	**485,311**	**502,296**	**519,877**	**538,072**	**556,905**	**576,397**	**596,571**	**617,451**	**639,061**	**661,428**	**684,578**	**708,539**	**733,338**	**759,004**	**785,570**	**813,064**	**841,522**	**14,546,699**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,577,000	9,949,649	10,297,887	10,658,313	11,031,354	11,417,451	11,817,062	12,230,659	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,442	16,669,133	17,252,553	17,856,392	18,481,366	19,128,213	19,797,701	20,490,620	21,207,792	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE A, 1, 2, 3		**83,923**	**170,784**	**291,787**	**440,246**	**667,644**	**780,323**	**1,028,746**	**1,154,447**	**1,278,776**	**1,407,456**	**1,540,640**	**1,678,486**	**1,821,156**	**1,968,820**	**2,121,652**	**2,279,833**	**2,443,550**	**2,612,998**	**2,788,376**	**2,969,892**	**3,157,762**	**3,352,206**	**3,553,457**	**3,761,751**	**3,977,336**	**4,200,465**	**4,431,405**	**4,670,427**	**4,917,816**	**5,173,862**	**70,726,022**	
Running Total		**83.923**	**254.707**	**546.494**	**986.740**	**1,654.384**	**2,434.708**	**3,463.453**	**4,617.900**	**5,896.676**	**7,304.132**	**8,844.773**	**10,523.259**	**12,344.415**	**14,313.235**	**16,434.887**	**18,714.720**	**21,158.270**	**23,771.267**	**26,559.643**	**29,529.535**	**32,687.297**	**36,039.503**	**39,592.960**	**43,354.711**	**47,332.047**	**51,532.512**	**55,963.917**	**60,634.345**	**65,552.160**	**70,726.022**		

GROSS 70,726,022

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ 83,923	$ 170,784	$ 291,787	$ 440,246	$ 667,644	$ 780,323	$ 1,028,746	$ 1,154,447	$ 1,278,776	$ 1,407,456	$ 1,540,640	$ 1,678,486	$ 1,821,156	$ 1,968,820	$ 2,121,652	$ 2,279,833	$ 2,443,550	$ 2,612,998	$ 2,788,376	$ 2,969,892	$ 3,157,762	$ 3,352,206	$ 3,553,457	$ 3,761,751	$ 3,977,336	$ 4,200,465	$ 4,431,405	$ 4,670,427	$ 4,917,816	$ 5,173,862	70,726,022	City of Midland
Midland County	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
Midland Hospital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
Midland College	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
Midland ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
	83,923	**170,784**	**291,787**	**440,246**	**667,644**	**780,323**	**1,028,746**	**1,154,447**	**1,278,776**	**1,407,456**	**1,540,640**	**1,678,486**	**1,821,156**	**1,968,820**	**2,121,652**	**2,279,833**	**2,443,550**	**2,612,998**	**2,788,376**	**2,969,892**	**3,157,762**	**3,352,206**	**3,553,457**	**3,761,751**	**3,977,336**	**4,200,465**	**4,431,405**	**4,670,427**	**4,917,816**	**5,173,862**	**70,726,022**	TOTAL

DAVID PETTIT Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX			
City of Midland	0.3506620	100%	0.3506620	City of Midland	0.3506620	100%	0.3506620	City of Midland	0.0125000	100%	0.0125000
Midland County	0.1204000	100%	0.1204000	Midland County	0.1204000	100%	0.1204000	Midland County	0.0050000	100%	0.0050000
Midland Hospital	0.0731200	100%	0.0731200	Midland Hospital	0.0731200	100%	0.0731200		*456.7675000*		*456.7675000*
Midland College	0.0774100	100%	0.0774100	Midland College	0.0774100	100%	0.0774100				
Midland ISD	0.8795000	100%	0.8795000	Midland ISD	0.8795000	100%	0.8795000				
	1.5010920		*1.5010920*		*1.5010920*		*1.5010920*				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,684	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		28,815	58,639	89,506	121,454	154,520	188,743	224,164	260,825	298,769	338,041	378,688	420,757	464,298	509,364	556,007	604,282	654,247	705,961	759,484	814,881	872,217	931,560	992,980	1,056,549	1,122,343	1,190,440	1,260,921	1,333,868	1,409,369	1,487,512	19,289,203	Midland County
Midland Hospital		17,500	35,612	54,358	73,760	93,841	114,625	136,137	158,401	181,445	205,295	229,980	255,529	281,973	309,341	337,668	366,986	397,330	428,736	461,242	494,885	529,705	565,745	603,045	641,652	681,609	722,965	765,769	810,070	855,922	903,379	11,714,506	Midland Hospital
Midland College		18,526	37,701	57,547	78,088	99,347	121,351	144,124	167,695	192,091	217,340	243,473	270,521	298,516	327,490	357,479	388,517	420,642	453,890	488,303	523,920	560,784	598,937	638,427	679,298	721,600	765,382	810,697	857,597	906,140	956,381	12,401,804	Midland College
Midland ISD		210,489	428,345	653,826	887,199	1,128,740	1,378,734	1,637,479	1,905,280	2,182,453	2,469,328	2,766,243	3,073,551	3,391,614	3,720,809	4,061,527	4,414,169	4,779,154	5,156,913	5,547,894	5,952,559	6,371,388	6,804,875	7,253,535	7,717,897	8,198,513	8,695,949	9,210,797	9,743,663	10,295,181	10,866,001	140,904,105	Midland ISD
		359,253	**731,080**	**1,115,921**	**1,514,232**	**1,926,483**	**2,353,163**	**2,794,777**	**3,251,848**	**3,724,916**	**4,214,541**	**4,721,303**	**5,245,802**	**5,788,658**	**6,350,514**	**6,932,036**	**7,533,910**	**8,156,850**	**8,801,593**	**9,468,902**	**10,159,567**	**10,874,405**	**11,614,262**	**12,389,015**	**13,172,568**	**13,992,862**	**14,841,865**	**15,720,583**	**16,630,057**	**17,571,362**	**18,545,613**	**240,488,942**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County		0	0	10,679	29,705	74,716	79,181	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	4,994,617	Midland County
Midland Hospital		0	0	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276	Midland Hospital
Midland College		0	0	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240	Midland College
Midland ISD		0	0	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,768	Midland ISD
		0	**0**	**133,143**	**370,346**	**931,527**	**987,196**	**1,609,013**	**1,690,037**	**1,749,188**	**1,810,410**	**1,873,774**	**1,939,356**	**2,007,234**	**2,077,487**	**2,150,199**	**2,225,456**	**2,303,347**	**2,383,964**	**2,467,403**	**2,553,762**	**2,643,144**	**2,735,654**	**2,831,402**	**2,930,501**	**3,033,068**	**3,139,226**	**3,249,098**	**3,362,817**	**3,480,515**	**3,602,334**	**62,270,600**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984		
City of Midland		0	0	0	0	0	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142	City of Midland
Midland County		0	0	0	0	0	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857	Midland County
		0	**0**	**0**	**0**	**0**	**26,890**	**27,831**	**57,610**	**59,627**	**61,714**	**63,874**	**66,109**	**68,423**	**70,818**	**73,297**	**75,862**	**78,517**	**81,265**	**84,109**	**87,053**	**90,100**	**93,254**	**96,518**	**99,896**	**103,392**	**107,011**	**110,756**	**114,633**	**118,645**	**122,797**	**2,039,999**	
REVENUE 3 - HOTEL OCCUPANCY TAX		0	0	3,577,000	9,949,649	10,297,887	10,658,313	11,031,354	11,417,451	11,817,062	12,230,659	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,442	16,669,133	17,252,553	17,856,392	18,481,366	19,128,213	19,797,701	20,490,620	21,207,792	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	250,390	696,475	720,852	746,082	772,195	799,222	827,194	856,146	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	City of Midland
		0	**0**	**250,390**	**696,475**	**720,852**	**746,082**	**772,195**	**799,222**	**827,194**	**856,146**	**886,111**	**917,125**	**949,225**	**982,447**	**1,016,833**	**1,052,422**	**1,089,257**	**1,127,381**	**1,166,839**	**1,207,679**	**1,249,947**	**1,293,696**	**1,338,975**	**1,385,839**	**1,434,343**	**1,484,545**	**1,536,505**	**1,590,282**	**1,645,942**	**1,703,550**	**30,727,500**	
REVENUE A, 1, 2, 3		**359,253**	**731,080**	**1,499,454**	**2,581,053**	**3,578,862**	**4,113,331**	**5,203,817**	**5,798,717**	**6,360,925**	**6,942,811**	**7,545,062**	**8,168,393**	**8,813,540**	**9,481,267**	**10,172,364**	**10,887,650**	**11,627,971**	**12,394,203**	**13,187,254**	**14,008,061**	**14,857,596**	**15,736,865**	**16,646,909**	**17,588,804**	**18,563,665**	**19,572,647**	**20,616,942**	**21,697,789**	**22,816,465**	**23,974,294**	**335,527,042**	
Running Total		**359,253**	**1,090,334**	**2,589,788**	**5,170,841**	**8,749,703**	**12,863,033**	**18,066,850**	**23,865,567**	**30,226,492**	**37,169,302**	**44,714,364**	**52,882,757**	**61,696,296**	**71,177,563**	**81,349,927**	**92,237,577**	**103,865,549**	**116,259,752**	**129,447,006**	**143,455,066**	**158,312,663**	**174,049,528**	**190,696,437**	**208,285,240**	**226,848,905**	**246,421,552**	**267,038,495**	**288,736,283**	**311,552,748**	**335,527,042**		

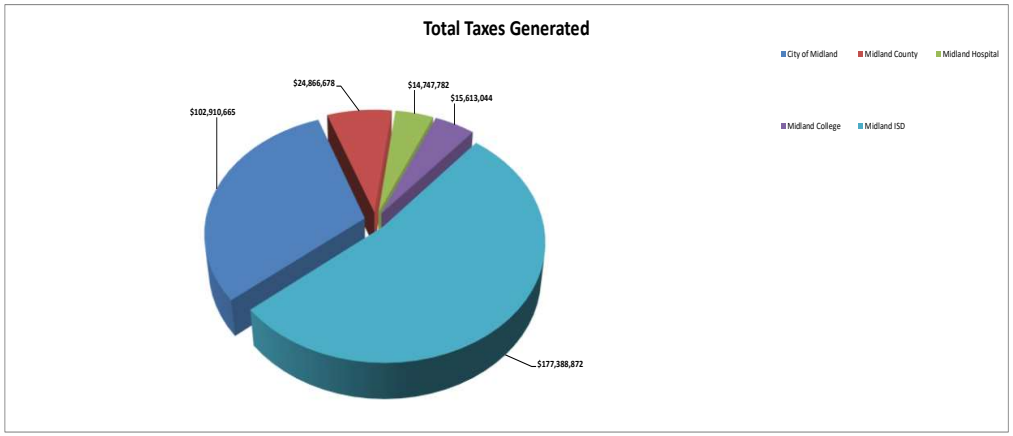
GROSS	335,527,042	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ 83,923	$ 170,784	$ 542,177	$ 1,136,721	$ 1,388,496	$ 1,545,612	$ 1,820,820	$ 1,994,819	$ 2,148,561	$ 2,307,684	$ 2,472,376	$ 2,642,832	$ 2,819,254	$ 3,001,851	$ 3,190,840	$ 3,386,442	$ 3,588,891	$ 3,798,425	$ 4,015,293	$ 4,239,752	$ 4,472,066	$ 4,712,512	$ 4,961,373	$ 5,218,944	$ 5,485,530	$ 5,761,447	$ 6,047,021	$ 6,342,590	$ 6,648,504	$ 6,965,125	102,910,665	City of Midland
Midland County		$ 28,815	$ 58,639	$ 100,185	$ 151,159	$ 229,236	$ 275,607	$ 361,172	$ 412,840	$ 456,105	$ 500,883	$ 547,229	$ 595,198	$ 644,844	$ 696,229	$ 749,412	$ 804,457	$ 861,428	$ 920,393	$ 981,422	$ 1,044,587	$ 1,109,962	$ 1,177,626	$ 1,247,658	$ 1,320,141	$ 1,395,161	$ 1,472,807	$ 1,553,170	$ 1,636,346	$ 1,722,433	$ 1,811,534	24,866,678	Midland County
Midland Hospital		$ 17,500	$ 35,612	$ 60,843	$ 91,800	$ 139,217	$ 162,713	$ 214,514	$ 240,725	$ 266,650	$ 293,483	$ 321,254	$ 349,998	$ 379,747	$ 410,538	$ 442,407	$ 475,390	$ 509,529	$ 544,862	$ 581,432	$ 619,282	$ 658,456	$ 699,002	$ 740,966	$ 784,400	$ 829,354	$ 875,881	$ 924,036	$ 973,877	$ 1,025,462	$ 1,078,853	14,747,782	Midland Hospital
Midland College		$ 18,526	$ 37,701	$ 64,413	$ 97,186	$ 147,385	$ 172,259	$ 227,100	$ 254,849	$ 282,295	$ 310,701	$ 340,102	$ 370,532	$ 402,027	$ 434,625	$ 468,363	$ 503,282	$ 539,423	$ 576,829	$ 615,545	$ 655,615	$ 697,088	$ 740,013	$ 784,439	$ 830,421	$ 878,012	$ 927,269	$ 978,250	$ 1,031,015	$ 1,085,627	$ 1,142,150	15,613,044	Midland College
Midland ISD		$ 210,489	$ 428,345	$ 731,835	$ 1,104,187	$ 1,674,527	$ 1,957,139	$ 2,580,211	$ 2,895,484	$ 3,207,315	$ 3,530,960	$ 3,864,101	$ 4,209,833	$ 4,567,666	$ 4,938,023	$ 5,321,343	$ 5,718,079	$ 6,128,701	$ 6,553,694	$ 6,993,562	$ 7,448,826	$ 7,920,024	$ 8,407,713	$ 8,912,472	$ 9,434,898	$ 9,975,608	$ 10,535,243	$ 11,114,465	$ 11,713,961	$ 12,334,438	$ 12,976,632	177,388,872	Midland ISD
		359,253	**731,080**	**1,499,454**	**2,581,053**	**3,578,862**	**4,113,331**	**5,203,817**	**5,798,717**	**6,360,925**	**6,942,811**	**7,545,062**	**8,168,393**	**8,813,540**	**9,481,267**	**10,172,364**	**10,887,650**	**11,627,971**	**12,394,203**	**13,187,254**	**14,008,061**	**14,857,596**	**15,736,865**	**16,646,909**	**17,588,804**	**18,563,665**	**19,572,647**	**20,616,942**	**21,697,789**	**22,816,465**	**23,974,294**	**335,527,042**	TOTAL

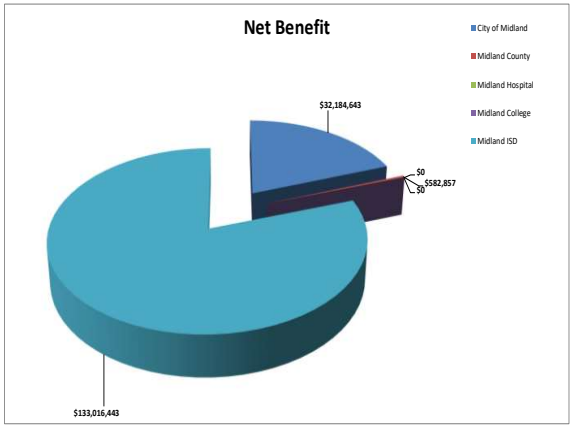
Revenue Summary

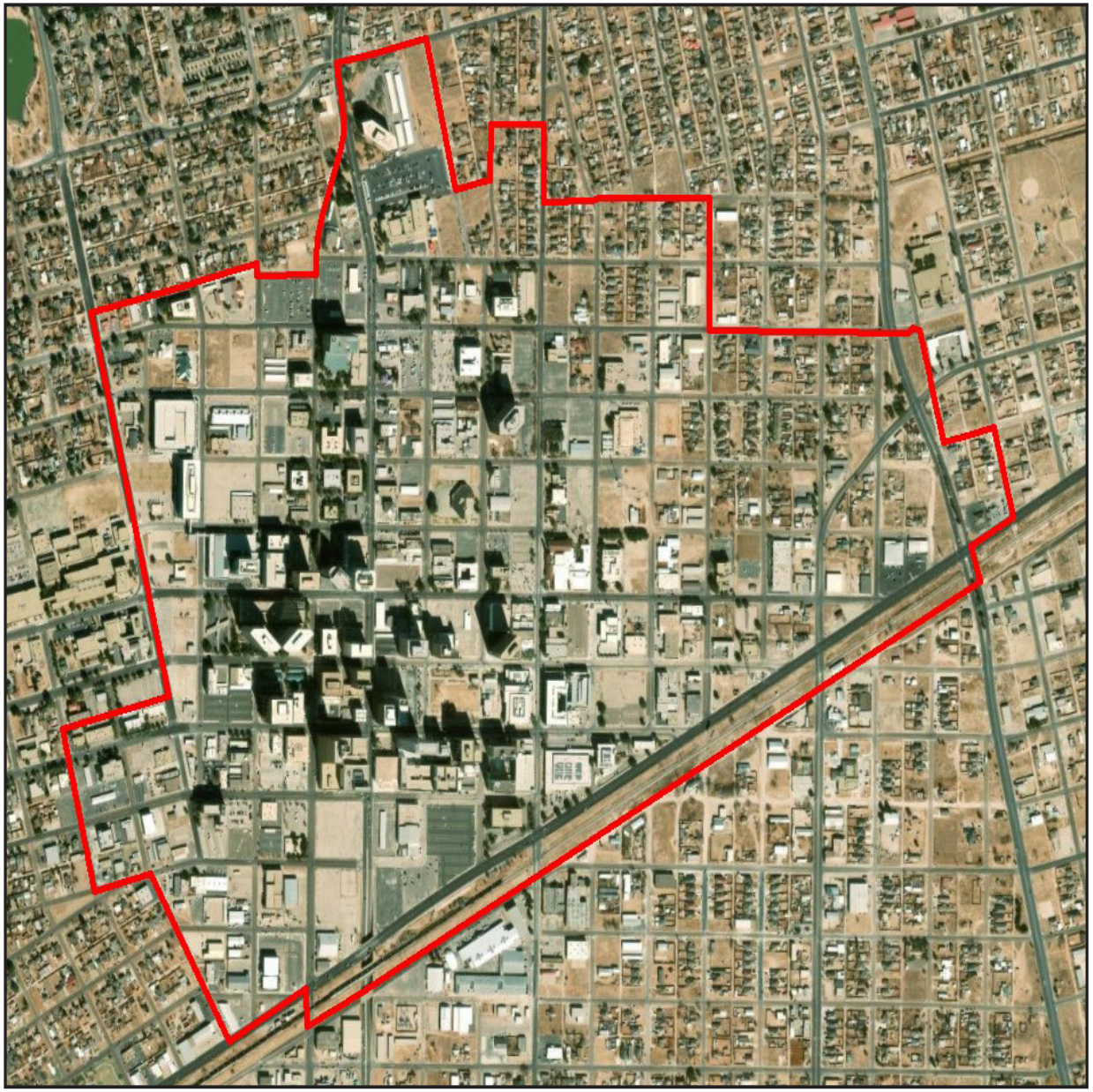
Taxing Jurisdictions	Total Taxes Generated	City Participation (100%)	*Potential Additional Participation (100%)	Net Benefit
City of Midland	$102,910,665	$70,726,022		$32,184,643
Midland County	$24,866,678		$24,283,821	$582,857
Midland Hospital	$14,747,782		$14,747,782	$0
Midland College	$15,613,044		$15,613,044	$0
Midland ISD	$177,388,872		$44,372,430	$133,016,443
Total	**$335,527,042**	**$70,726,022**	**$99,017,077**	**$165,783,942**

**Potential Additional Participation subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$102,910,665	$70,726,022	$32,184,643
City of Midland - Real Property	*$70,726,022*	*$70,726,022*	$0
City of Midland - Sales	*$1,457,142*	*$0*	*$1,457,142*
City of Midland -HOT	*$30,727,500*	*$0*	$30,727,500







Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000025949	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035056	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035353	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025816	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025970	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000035222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000032397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000032398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000034994	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214346	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035167	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051786	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034975	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035383	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214253	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035384	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218745	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000034987	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203976	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000035156	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035159	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035331	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000035164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035527	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041050	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035344	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000035347	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035343	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000035558	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035335	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035316	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035226	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000211388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000025933	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035100	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

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R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000014588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025858	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025942	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025825	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026122	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000025954	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035041	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000026073	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

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R000035327	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035326	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035328	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025868	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025866	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025867	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035035	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000032444	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035382	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000026104	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000025841	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052052	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035381	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034968	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000217758	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035197	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000052206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026088	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035529	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109950	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000058243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025950	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035131		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035130	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017755	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000025936	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035562	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035560	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

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R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035050	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035051	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035552	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215329	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025955	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000025855	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000035155	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000051904	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035546	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035283	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035182	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035118	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000032393	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034974	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035129	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034964	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026133	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026131	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025856	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058241	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041053	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

EXHIBIT "B"
TIF Ordinance

ORDINANCE NO. 10448

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS

WHEREAS, the City of Midland, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City, which is more specifically described in ***Exhibits "A"*** and ***"B"*** of this Ordinance (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Two, City of Midland,* attached as ***Exhibit C*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on October 13, 2023, which date is before the seventh (7th) day before the public hearing held on October 24, 2023; and

WHEREAS, at the public hearing on October 24, 2023, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on October 24, 2023, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on October 24, 2023; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, THAT:

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the expansion of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and

(b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits "A"*** and ***"B"*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as defined in ***Exhibits "A"*** and ***"B"***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located within the City limits of the City; and

2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION THREE. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits "A" and "B" hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Two, City of Midland, Texas (hereinafter referred to as the "Zone").

SECTION FOUR. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members appointed by the City Council. The seven (7) members appointed by the City Council may include the Mayor and the members of the City Council.

The Board shall elect a chairman of the Board. The Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the Tax Increment Fund may appoint two (2) members of the board. The number of directors on the Board of Directors shall be increased by two (2) for each taxing unit that appoints two (2) directors to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws.

The Board may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the Tax Increment Fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the Tax Increment Fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone; provided, however, that any such program shall be subject to final approval of the City Council. For the avoidance of doubt, the Board's establishment and administration of a program authorized by this paragraph, including but not limited to an agreement, amendment of an agreement, or renewal of an agreement authorized by Chapter 380, Local Government Code, in conjunction with Chapter 311, Local Government Code, shall be of no force or effect unless it is approved by the City Council.

Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

SECTION FIVE. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION SIX. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2023, which is the year in which the Zone was designated as a reinvestment zone.

The Tax Increment Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, (ii) one hundred percent (100%) of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION SEVEN. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION EIGHT. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 24th day of October, A.D., 2023; and passed to second reading on motion of Council member Ladd, seconded by Council member Norman, by the following vote:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Norman, seconded by Council member Dufford, on the 14th day of November, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE": Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 14th day of November, A.D., 2023.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

BOUNDARY DESCRIPTION

The proposed boundaries of the Zone, being land all within the City and County of Midland, Texas, are described as follows:

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right-of-way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then east along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then east along the northern boundary of said alley, to the western right-of way line of "A" St., then north along the western right-of-way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then east along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then east along the northern boundary of said alley to the NW corner of said alley and Pecos St., then south along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then east along the northern right-of-way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then north along the western right-of-way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then north along the western right-of-way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then east along the northern right-of-way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then south along the eastern right-of-way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then east along the northern right-of-way line of Walcott St. to the western right-of-way line of Loraine St, then north along the western right-of-way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then east along the northern right-of-way line of Walcott St. to the NE corner of Walcott St. and Main St., then south along the eastern right-of-way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then east along the northern boundary of said alley to the northern right-of-way line of Mississippi Ave. then east along said line to the NE corner of Mississippi Ave. and Fort Worth St., then south along the eastern right-of-way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then east along the northern right-of-way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then south along the eastern boundary of said alley to the southern right-of-way line of South St., then west along said line to the SE corner of South St. and Lamesa Rd., then south along the eastern right-of-way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then east along the northern right-of-way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then south along the eastern right-of-way line of Lee St. to the SE corner of Lee St. and Front Ave., then west along the southern right-of-way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then south along the eastern right-of-way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then west along the southern right-of-way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then north along the western right-of-way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then west along the southern right-of-way line of Front Ave. to the SW corner of Front Ave. and "B" St., then north along the western right-of-way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then west along the southern right-of-way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

EXHIBIT B

BOUNDARY MAP

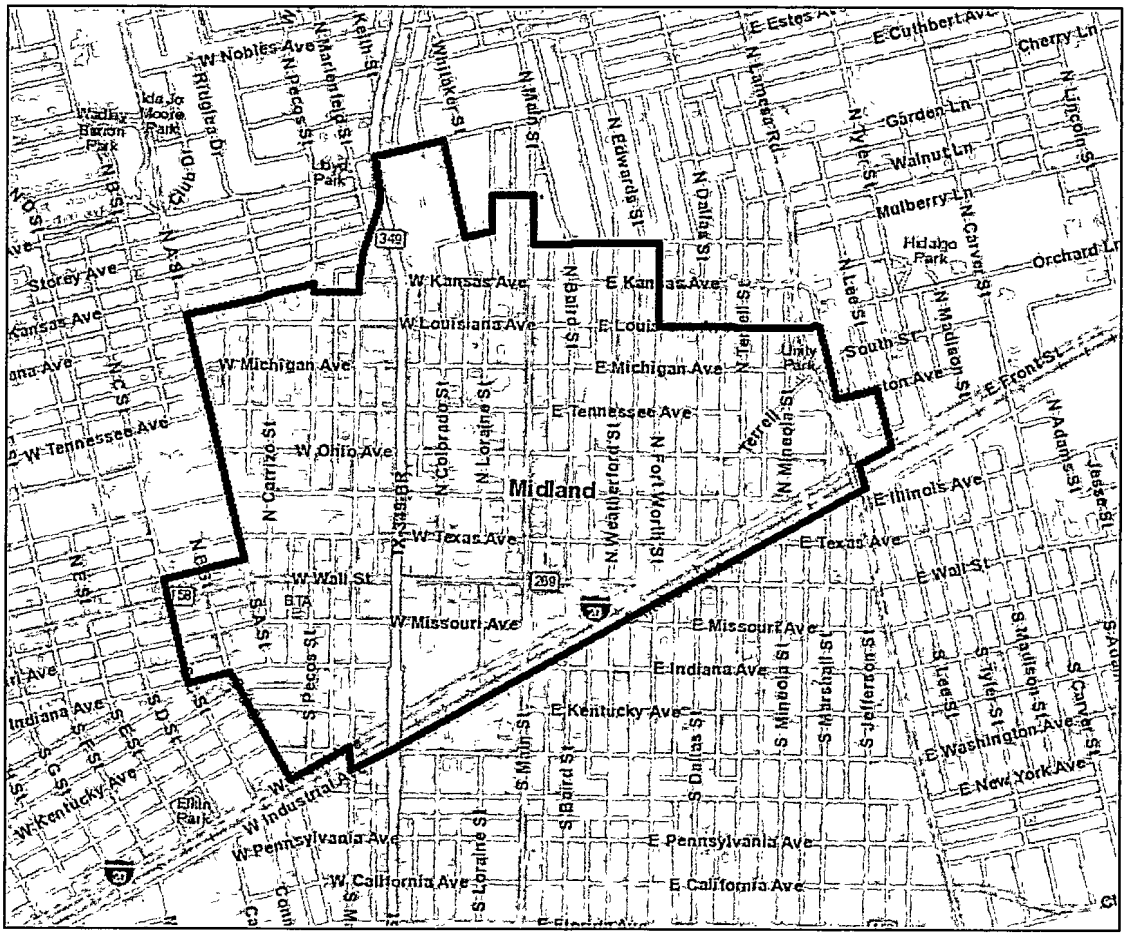
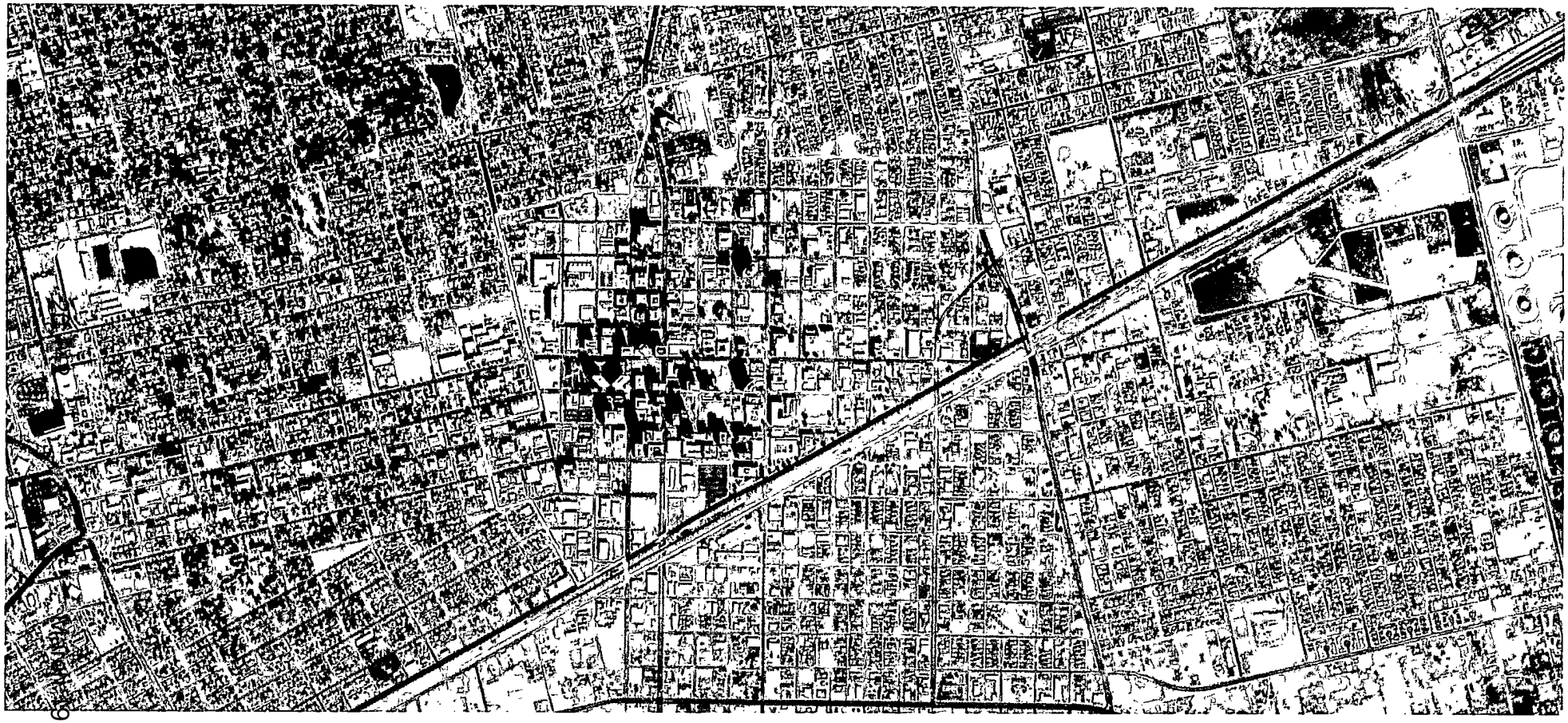


EXHIBIT C

PRELIMINARY PROJECT PLAN AND FINANCE PLAN

PRELIMINARY PROJECT AND FINANCING PLAN
OCTOBER 2023

Tax Increment Reinvestment Zone #2
City of Midland, Texas



DRAFT

DAVID PETTIT
Economic Development

Table of Contents

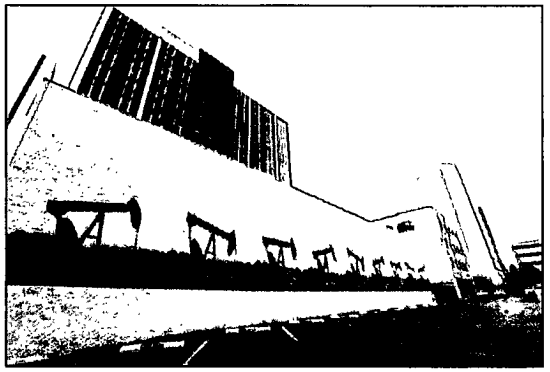
- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
- Financial Feasibility Analysis 7
- Terms and Conditions 14
- Appendix A 15

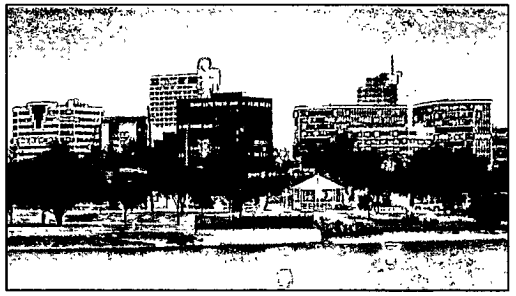
DISCLAIMER

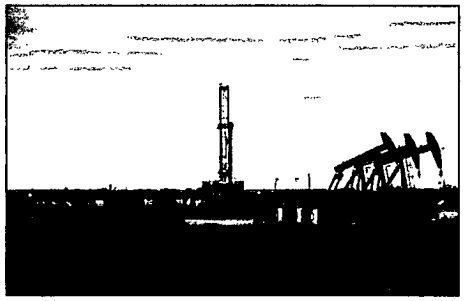
Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

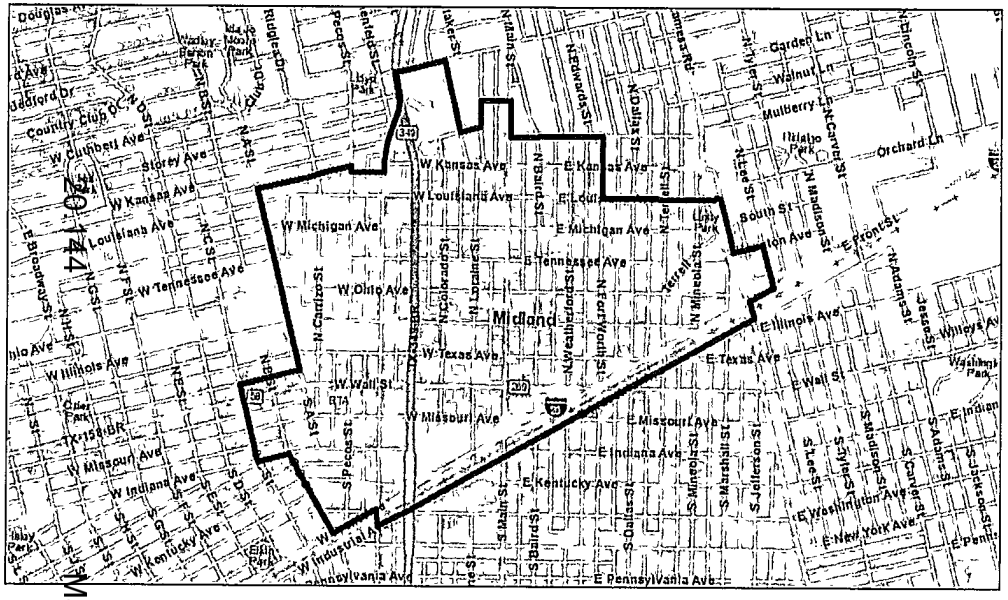
Introduction

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $70,726,022 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Preliminary Project and Financing Plan, TIRZ #2

1

DAVID PETTIT
Economic Development

PACKET
20144
March 19, 2024

TIRZ Boundary

PACKET 20145 March 19 2014

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of "A" St., then

North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then

North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Current Conditions

PACKET

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $683,794,052. The 2023 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A.**

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

20.146

March 19, 2024

Proposed Development

PACKET 20.147 March 19, 2024

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 100,000	$ 8,000,000
Hotel	2026	135	$ 100,000	$ 13,500,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2			
Public Utilities	$	9,901,643	14.0%
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements			
Parking and Transit Improvements	$	17,681,506	25.0%
Street and Intersection Improvements	$	7,072,602	10.0%
Pedestrian Enhancements	$	10,608,903	15.0%
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience			
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	$	7,072,602	10.0%
Economic Development Grants	$	17,681,506	25.0%
Administrative Costs	$	707,260	1.0%
Total	$	70,726,022	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $70,726,022 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

PACKET 20-148 March 19, 2024

PACKET 2:49

Public Facilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

March 19, 2024

PACKET 01-16

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone. Subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2023 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.3506620**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

March 19, 2024

Financial Feasibility Analysis - Development Input

► *INPUT*

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.3506620

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 100,000.00	$ 8,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 100,000.00	$ 13,500,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2029	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
	TOTAL	5,665		85,500,000		-		2,500,000

► *OUTPUT*

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	23.4%	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	8.0%	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	4.9%	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	5.2%	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	58.6%	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	62,270,600		$ 62,270,600		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	100.0%	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland College	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	0.0%	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 14,546,699		$ 14,546,699		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland County	10.5%	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	6.4%	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	6.7%	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	76.4%	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	$ 47,723,901		$ 47,723,901		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

PACKET 20.151 March 19, 2024

Financial Feasibility Analysis - Development Worksheet

PACKET

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
Hotel	Taxable Value Per Unit	100,000	102,500	107,123	110,872	114,752	118,749	122,926	127,228	131,681	134,296	141,060	145,997	151,107	156,368	161,869	167,535	173,399	179,468	185,749	192,250	198,979	205,943	213,151	220,611	228,333	236,324	244,599	253,157	262,017	271,188	280,679
	Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
	Hotel Taxable Value				8,869,743	24,671,745	25,535,258	26,426,990	27,354,004	28,311,394	28,902,293	30,327,872	31,789,348	32,497,976	33,625,055	34,801,932	36,020,000	37,280,700	38,585,524	39,936,818	41,333,779	42,780,481	44,277,777	45,827,499	47,431,481	49,091,582	50,809,787	52,588,109	54,428,693	56,332,697	58,303,378	60,345,055	
Multifamily	Taxable Value Per Unit	150000	153 750	160 684	166 308	172 128	178 153	184 388	190 842	197 521	264 435	211 590	218 993	226 658	234 583	242 804	251 302	260 098	269 201	278 623	288 375	298 468	308 915	319 727	330 917	342 499	354 487	366 894	378 735	383 028	404 782	421 919
	Cumulative Units	-	-	-	173	173	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
	Multifamily Taxable Value						31,176,766	32,267,852	66,794,487	69,132,404	71,552,131	74,658,403	78,648,418	79,331,103	82,107,893	84,581,492	87,853,814	91,074,297	94,220,466	97,518,183	100,931,718	104,463,913	108,120,152	111,904,758	115,821,918	119,874,716	124,070,752	128,412,874	132,907,273	137,558,926	142,373,584	147,356,949
Multifamily - Adaptive Reuse	Taxable Value Per Unit	90 000	92 150	96 410	99 783	103 277	106 892	110 633	114 503	118 513	122 681	126 954	131 397	135 996	140 756	145 683	150 781	156 059	161 521	167 174	173 025	179 081	185 348	191 838	198 550	205 500	212 692	220 138	227 841	235 815	244 069	252 611
	Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
	Multifamily Taxable Value						5,344,566	5,531,649	11,450,312	11,851,201	12,266,079	12,805,269	13,730,727	13,599,618	14,075,803	14,498,271	15,059,128	15,605,874	16,152,969	16,717,462	17,302,512	17,909,100	18,534,882	19,183,664	19,853,029	20,548,858	21,268,205	22,012,527	22,784,104	23,581,548	24,405,602	25,261,143
Retail	Taxable Value Per SF	500	518	538	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1 030	1 066	1 103	1 142	1 182	1 223	1 266	1 310	1 356	1 403
	Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Retail Taxable Value							1,538,629	1,590,349	3,292,933	3,407,243	3,526,497	3,648,924	3,777,672	3,909,890	4,049,736	4,196,372	4,334,963	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,884
	Taxable Value				8,869,743	24,671,745	62,056,609	65,765,190	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	128,196,370	133,718,243	138,394,382	143,243,925	148,255,806	153,444,760	158,815,326	164,372,863	170,126,648	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,968	224,024,702	231,865,567	239,980,862	
	PV																														
City of Midland	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
Midland County	1,753,345	-	-	-	10,679	29,705	74,716	79,161	129,058	135,555	140,298	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,832	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,168	288,937	4,994,817
Midland Hospital	1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,167	91,274	94,466	97,775	101,197	104,739	108,405	112,199	116,128	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College	1,127,286	-	-	-	6,866	19,098	48,036	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,416	179,487	185,768	3,211,248
Midland ISD	12,907,864	-	-	-	76,008	210,968	545,768	578,405	942,732	990,294	1,024,661	1,060,731	1,097,657	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,788
Total	21,844,891	-	-	-	133,143	370,346	931,527	987,196	1,609,013	1,690,327	1,749,186	1,810,410	1,873,774	1,939,356	2,007,234	2,077,487	2,150,199	2,225,456	2,303,347	2,383,964	2,467,483	2,553,762	2,643,144	2,735,854	2,831,402	2,930,591	3,033,668	3,139,296	3,248,699	3,362,017	3,480,515	3,602,234	62,219,160
PERSONAL PROPERTY		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
	Taxable Value Per SF																														
	Cumulative SF																														
	Taxable Value																														
	PV																														
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
	Sales Per SF	800	518	538	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
	Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Taxable Value							1,538,629	1,590,349	3,292,933	3,407,243	3,526,497	3,648,924	3,777,672	3,909,890	4,049,736	4,196,372	4,334,963	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,884
	PV																														
City of Midland	-	-	-	-	-	-	-	19,207	19,879	41,150	42,581	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142
Midland County	-	-	-	-	-	-	-	7,083	7,952	16,460	17,038	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,218	24,031	24,872	25,742	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857
	PV																														
Total	64,893	-	-	-	-	-	-	26,290	27,831	57,610	59,627	61,714	63,874	66,109	68,423	70,818	73,297	75,862	78,517	81,265	84,109	87,053	90,100	93,254	96,518	99,896	103,392	107,011	110,756	114,632	118,645	122,797	2,039,999
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
SUMMARY																															
	PV																														
City of Midland	5,106,573	-	-	-	31,103	86,514	217,609	249,821	395,752	435,951	451,200	467,001	483,346	500,263	517,773	535,895	554,651	574,064	594,156	614,952	636,475	658,751	681,808	705,671	730,370	755,932	782,390	809,774	838,116	867,450	897,811	929,234	16,006,141
Midland County	1,753,345	-	-	-	10,679	29,705	74,716	86,244	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,476	313,065	324,022	5,577,474
Midland Hospital	1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,167	91,274	94,466	97,775	101,197	104,739	108,405	112,199	116,128	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College	1,127,286	-	-	-	6,866	19,098	48,036	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,416	179,487	185,768	3,211,248
Midland ISD	12,907,864	-	-	-	76,008	210,968	545,768	578,405	942,732	990,294	1,024,661	1,060,731	1,097,657	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,788
Total	21,844,891	-	-	-	133,143	370,346	931,527	1,014,066	1,636,845	1,747,847	1,808,615	1,872,124	1,937,648	2,005,468	2,075,657	2,148,305	2,222,496	2,301,319	2,381,864	2,463,229	2,551,512	2,640,815	2,733,244	2,828,907	2,927,918	3,030,396	3,136,460	3,246,236	3,359,855	3,477,449	3,599,160	3,725,131	64,313,127
PARTICIPATION																															
REAL PROPERTY	Taxable Value	-	-	-	8,869,743	24,671,745	62,056,609	65,765,190	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	128,196,370	133,718,243	138,394,382	143,243,925	148,255,806	153,444,760	158,815,326	164,372,863	170,126,648	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,968	224,024,702	231,865,567	239,980,862	
	PV																														
City of Midland	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																														
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	1,538,629	1,590,349	3,292,933	3,407,243	3,526,497	3,648,924	3,777,672	3,909,890	4,049,736	4,196,372	4,334,963	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,884
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																														
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																															
	PV																														
City of Midland	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																															
SUMMARY																															
	PV																														
City of Midland	489,208	-	-	-	-	-	-	19,207	19,879	41,150	42,581	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142
Midland County	1,948,028	-	-	-	10,679	29,705	74,716	86,664	137,968	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,476	313,065	324,022	5,577,474
Midland Hospital	1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,167	91,274	94,466	97,775	101,197	104,739	108,405	112,199	116,128	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College	1,127,286	-	-	-	6,866	19,098	48,036	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,416	179,487	185,768	3,211,248
Midland ISD	12,907,864	-	-	-	76,008	210,968	545,768	578,405	942,732	990,294	1,024,661	1,060,731	1,097,657	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,788
Total	17,537,208	-	-	-	102,040	283,821	713,918	783,472	1,266,972	1,352,947	1,400,187	1,449,304	1,499,926	1,552,423	1,606,758	1,662,994	1,721,159	1,781,441	1,843,792	1,908,324	1,975,116	2,044,245	2,115,793	2,189,846	2,266,491	2,345,818	2,427,921	2,512,893	2,600,850	2,691,889	2,786,094	2,883,609	49,783,908

PACKET

HOT Generated

Revenue Year	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms	0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax															
# of Available Rooms	-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms	-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate	$ -	$ -	$ -	$ 175.00	$ 181.13	$ 187.46	$ 194.03	$ 200.82	$ 207.85	$ 215.12	$ 222.65	$ 230.44	$ 238.51	$ 246.85	$ 255.49
Annual Taxable Revenue	$ -	$ -	$ -	$ 3,577,000	$ 9,949,649	$ 10,297,887	$ 10,658,313	$ 11,031,354	$ 11,417,451	$ 11,817,062	$ 12,230,659	$ 12,658,732	$ 13,101,788	$ 13,560,350	$ 14,034,963
City Tax Rate 7%	$ -	$ -	$ -	$ 250,390	$ 696,475	$ 720,852	$ 746,082	$ 772,195	$ 799,222	$ 827,194	$ 856,146	$ 886,111	$ 917,125	$ 949,225	$ 982,447
State Tax Rate 6%	$ -	$ -	$ -	$ 214,620	$ 596,979	$ 617,873	$ 639,499	$ 661,881	$ 685,047	$ 709,024	$ 733,840	$ 759,524	$ 786,107	$ 813,621	$ 842,098
	$ -	$ -	$ -	$ 465,010	$ 1,293,454	$ 1,338,725	$ 1,385,581	$ 1,434,076	$ 1,484,269	$ 1,536,218	$ 1,589,986	$ 1,645,635	$ 1,703,232	$ 1,762,846	$ 1,824,545

15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$ 264.44	$ 273.69	$ 283.27	$ 293.19	$ 303.45	$ 314.07	$ 325.06	$ 336.44	$ 348.21	$ 360.40	$ 373.01	$ 386.07	$ 399.58	$ 413.57	$ 428.04	$ 443.02	
$ 14,526,186	$ 15,034,603	$ 15,560,814	$ 16,105,442	$ 16,669,133	$ 17,252,553	$ 17,856,392	$ 18,481,366	$ 19,128,213	$ 19,797,701	$ 20,490,620	$ 21,207,792	$ 21,950,065	$ 22,718,317	$ 23,513,458	$ 24,336,429	
$ 1,016,833	$ 1,052,422	$ 1,089,257	$ 1,127,381	$ 1,166,839	$ 1,207,679	$ 1,249,947	$ 1,293,696	$ 1,338,975	$ 1,385,839	$ 1,434,343	$ 1,484,545	$ 1,536,505	$ 1,590,282	$ 1,645,942	$ 1,703,550	**$30,727,500**
$ 871,571	$ 902,076	$ 933,649	$ 966,327	$ 1,000,148	$ 1,035,153	$ 1,071,384	$ 1,108,882	$ 1,147,693	$ 1,187,862	$ 1,229,437	$ 1,272,468	$ 1,317,004	$ 1,363,099	$ 1,410,807	$ 1,460,186	**$26,337,858**
$ 1,888,404	$ 1,954,498	$ 2,022,906	$ 2,093,708	$ 2,166,987	$ 2,242,832	$ 2,321,331	$ 2,402,578	$ 2,486,668	$ 2,573,701	$ 2,663,781	$ 2,757,013	$ 2,853,508	$ 2,953,381	$ 3,056,750	$ 3,163,736	$57,065,358

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March 19, 2024

PACKET

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAX BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX			
City of Midland	0.3506620	100%	0.3506620	City of Midland	0.3506620	0%	0.0000000	City of Midland	0.0125000	0%	0.0000000
Midland County	0.1294000	0%	0.0000000	Midland County	0.1294000	0%	0.0000000	Midland County	0.0050000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000	Midland Hospital	0.0731200	0%	0.0000000		4SE 7875000		0.0175000
Midland College	0.0774100	0%	0.0000000	Midland College	0.0774100	0%	0.0000000				
Midland ISD	0.2200000	0%	0.0000000	*I&S Only	Midland ISD	0.8750000	0%	0.0000000			
	0.8415920		0.3506620		7.5010920		0.0000000				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		City of Midland
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland County
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland Hospital
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland College
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland ISD
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		City of Midland
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland County
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland Hospital
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland College
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland ISD
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########		City of Midland
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########		Midland County
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########		Midland Hospital
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########		Midland College
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########		Midland ISD
REVENUE A TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,564	353,732	450,035	549,710	652,873	759,847	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	66,179,324	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		83,923	170,784	260,564	353,732	450,035	549,710	652,873	759,847	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	66,179,324	
REVENUE B - DOWNTOWN M&O, REAL PROPERTY TAX, BUSINESS PERSONAL PROPERTY		0	0	8,659,743	34,671,745	62,056,609	65,765,160	107,189,828	112,587,173	118,627,724	120,606,184	124,627,611	129,196,370	133,716,243	138,394,392	143,242,325	148,265,606	153,444,750	158,815,328	164,373,963	170,126,948	176,081,391	182,244,240	188,622,788	195,224,566	202,057,446	209,129,457	216,448,688	224,024,792	231,865,567	239,980,862		
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Midland		0	0	31,103	86,514	217,609	230,613	378,673	394,800	408,818	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,387	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	0	31,103	86,514	217,609	230,613	378,673	394,800	408,818	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,387	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	
REVENUE C - DOWNTOWN SALES TAX, SALES		0	0	0	0	0	1,036,569	1,090,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,900	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,836	6,328,816	6,550,430	6,779,895	7,016,941		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE D - HOTEL OCCUPANCY TAX		0	0	3,677,000	8,949,649	10,297,887	10,658,313	11,031,254	11,417,451	11,817,662	12,230,609	12,656,732	13,101,784	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,443	16,669,133	17,252,553	17,856,392	18,481,368	19,128,213	19,797,701	20,490,620	21,207,792	21,950,060	22,718,312	23,513,453	24,336,426		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A, 1, 2, 3		83,923	170,784	291,787	440,246	667,644	1,816,592	2,121,895	4,469,270	4,686,723	4,933,996	5,190,564	5,456,158	5,731,056	6,015,783	6,309,853	6,614,398	6,930,981	7,259,721	7,601,719	7,958,115	8,329,082	8,714,792	9,116,469	9,534,352	9,968,748	10,419,024	10,885,572	11,368,800	11,869,109	12,386,709	70,726,022	
Running Total		83,923	254,707	546,494	986,740	1,654,384	3,470,976	5,592,871	10,062,141	14,748,864	19,682,860	24,873,424	30,329,582	36,060,638	42,076,421	48,386,274	55,000,672	61,931,653	69,191,374	76,793,093	84,751,208	93,080,290	101,795,082	110,911,551	120,445,903	130,414,651	140,833,675	151,719,247	163,088,047	174,957,156	187,343,865		

GROSS	70,726,022	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ 83,923	$ 170,784	$ 291,787	$ 440,246	$ 667,644	$ 780,323	$ 1,028,746	$ 1,154,447	$ 1,278,776	$ 1,407,456	$ 1,540,640	$ 1,678,486	$ 1,821,156	$ 1,968,820	$ 2,121,652	$ 2,279,833	$ 2,443,550	$ 2,612,998	$ 2,788,376	$ 2,969,892	$ 3,157,762	$ 3,352,206	$ 3,553,457	$ 3,761,751	$ 3,977,336	$ 4,200,485	$ 4,431,405	$ 4,670,427	$ 4,917,816	$ 5,173,882	70,726,022	0	City of Midland
Midland County		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
Midland Hospital		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
Midland College		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
Midland ISD		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
		83,923	170,784	291,787	440,246	667,644	780,323	1,028,746	1,154,447	1,278,776	1,407,456	1,540,640	1,678,486	1,821,156	1,968,820	2,121,652	2,279,833	2,443,550	2,612,998	2,788,376	2,969,892	3,157,762	3,352,206	3,553,457	3,761,751	3,977,336	4,200,485	4,431,405	4,670,427	4,917,816	5,173,882	70,726,022	TOTAL

March 19, 202

DAVID PETTIT
Economic Development

PACETT

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE VALUE YEAR GROWTH 3.50%
DISCOUNT RATE 8.00%

	REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX				SALES TAX		
City of Midland	0.3506620	100%	0.3506620	City of Midland	0.3506620	100%	0.3506620	City of Midland	0.0125000	100%	0.0125000
Midland County	0.1204000	100%	0.1204000	Midland County	0.1204000	100%	0.1204000	Midland County	0.0050000	100%	0.0050000
Midland Hospital	0.0731200	100%	0.0731200	Midland Hospital	0.0731200	100%	0.0731200		456.7875000		456.7875000
Midland College	0.0774100	100%	0.0774100	Midland College	0.0774100	100%	0.0774100				
Midland ISD	0.8795000	100%	0.8795000	Midland ISD	0.8795000	100%	0.8795000				
	1.5010920		1.5010920		1.5010920		1.5010920				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	
REVENUE A - TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,664	353,732	459,035	849,719	852,873	759,647	870,157	984,536	1,102,916	1,225,443	1,352,257	1,483,509	1,619,355	1,759,958	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,856	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		28,815	58,639	89,506	121,454	154,520	188,743	224,164	260,825	298,769	338,041	378,688	420,757	464,296	509,364	556,007	604,282	654,247	705,961	759,484	814,881	872,217	931,560	992,980	1,056,549	1,122,343	1,190,440	1,260,921	1,333,868	1,409,369	1,487,512	19,289,203	Midland County
Midland Hospital		17,500	35,612	54,358	73,760	93,841	114,625	136,137	158,401	181,445	205,295	229,980	255,529	281,973	309,341	337,668	366,986	397,330	428,734	461,242	494,885	529,705	565,745	603,045	641,652	681,609	722,955	765,739	810,019	855,822	903,179	11,714,506	Midland Hospital
Midland College		18,526	37,701	57,547	78,068	99,347	121,351	144,124	167,695	192,091	217,340	243,473	270,521	299,518	327,499	357,478	388,517	420,642	453,890	488,303	523,920	560,784	598,937	638,427	679,298	721,600	765,382	810,697	857,597	906,140	956,381	12,401,804	Midland College
Midland ISD		210,469	428,345	653,826	887,199	1,129,740	1,378,734	1,637,478	1,905,280	2,182,453	2,469,328	2,766,243	3,073,551	3,391,614	3,720,809	4,061,527	4,414,169	4,779,154	5,156,913	5,547,894	5,952,559	6,371,368	6,804,875	7,253,535	7,717,897	8,196,513	8,695,949	9,210,797	9,743,583	10,295,181	10,868,001	140,904,105	Midland ISD
		359,253	731,080	1,115,921	1,514,272	1,928,483	2,353,183	2,794,777	3,251,848	3,724,816	4,214,541	4,721,303	5,245,802	5,788,656	6,350,514	6,933,036	7,533,810	8,156,800	8,801,592	9,468,992	10,159,567	10,874,403	11,614,262	12,380,013	13,172,588	13,992,992	14,841,965	15,720,693	16,630,657	17,571,382	18,545,813	240,489,942	
REVENUE 1 - DOWNTOWN TIRZ INCREMENTAL REAL PROPERTY TAX REVENUES		0	0	8,869,743	24,871,745	42,068,609	65,765,100	87,189,828	112,687,173	116,537,724	120,606,194	124,827,411	129,196,370	133,718,243	138,396,382	143,242,335	148,255,806	153,444,760	158,815,326	164,373,863	170,126,945	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,858	224,024,702	231,865,067	239,980,862		
City of Midland		0	0	31,103	88,514	217,609	230,613	375,873	394,600	406,818	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,599	City of Midland
Midland County		0	0	10,879	29,705	74,716	79,161	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,168	288,937	4,994,617	Midland County
Midland Hospital		0	0	6,466	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276	Midland Hospital
Midland College		0	0	6,846	19,096	48,038	50,909	82,975	87,154	90,204	93,341	96,629	100,011	103,511	107,134	110,884	114,765	118,742	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240	Midland College
Midland ISD		0	0	78,009	218,988	545,786	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,768	Midland ISD
		0	0	133,143	370,349	931,527	987,164	1,609,013	1,690,037	1,749,186	1,810,410	1,873,774	1,939,354	2,007,234	2,077,487	2,150,189	2,225,451	2,303,347	2,383,964	2,467,403	2,553,782	2,643,144	2,735,654	2,831,402	2,930,501	3,033,088	3,139,228	3,249,088	3,362,817	3,480,519	3,602,334	62,270,600	
REVENUE 2 - DOWNTOWN SALES TAX																																	
SALES		0	0	0	0	0	1,636,569	1,690,349	3,292,021	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,721	4,806,253	4,974,472	5,148,579	5,328,779	5,515,266	5,708,321	5,908,112	6,114,996	6,329,218	6,550,430	6,779,095	7,016,064		
City of Midland		0	0	0	0	0	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,342	City of Midland
Midland County		0	0	0	0	0	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857	Midland County
		0	0	0	0	0	26,890	27,831	57,610	59,627	61,714	63,874	66,109	68,423	70,818	73,297	75,862	78,517	81,265	84,109	87,053	90,100	93,254	96,518	99,896	103,392	107,011	110,756	114,633	118,643	122,797	2,039,999	
REVENUE 3 - HOTEL OCCUPANCY TAX		0	0	3,877,000	8,949,649	10,297,897	10,658,313	11,031,354	11,417,451	11,817,062	12,230,609	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,106,442	16,669,133	17,252,553	17,856,392	18,481,365	19,128,213	19,797,701	20,490,620	21,207,792	21,950,056	22,718,317	23,512,458	24,335,294		
City of Midland		0	0	250,390	896,475	720,852	746,062	772,195	799,222	827,194	856,148	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	City of Midland
		0	0	250,390	896,475	720,852	746,062	772,195	799,222	827,194	856,148	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	
REVENUE A, 1, 2, 3		359,253	731,080	1,489,454	2,891,053	3,578,862	4,113,331	5,203,617	6,798,717	6,280,825	6,842,611	7,545,062	8,188,393	8,813,540	9,481,247	10,172,364	10,887,850	11,627,871	12,394,203	13,187,254	14,008,061	14,857,598	15,736,865	16,646,909	17,588,804	18,563,665	19,572,647	20,616,845	21,697,789	22,816,485	23,974,294	335,527,042	
Running Total		359,253	1,090,334	2,580,788	5,170,841	8,749,703	12,863,033	18,066,650	24,865,367	30,726,492	37,168,302	44,714,364	52,902,757	61,696,298	71,177,545	81,349,927	92,237,777	103,865,648	116,259,752	129,447,006	143,455,068	158,312,665	174,049,529	190,696,437	208,285,240	226,848,905	246,421,552	267,038,396	288,736,293	311,552,778	335,527,042		

GROSS	335,527,042	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ 83,923	$ 170,784	$ 542,177	$ 1,136,721	$ 1,388,496	$ 1,545,612	$ 1,920,820	$ 1,994,819	$ 2,148,561	$ 2,307,584	$ 2,472,376	$ 2,642,832	$ 2,819,254	$ 3,001,851	$ 3,190,840	$ 3,386,442	$ 3,588,691	$ 3,796,425	$ 4,015,293	$ 4,239,752	$ 4,472,068	$ 4,712,513	$ 4,961,373	$ 5,218,944	$ 5,485,530	$ 5,761,447	$ 6,047,021	$ 6,342,590	$ 6,648,504	$ 6,965,125	102,910,505	City of Midland
Midland County		$ 28,815	$ 58,639	$ 100,185	$ 151,159	$ 229,236	$ 275,607	$ 361,172	$ 412,840	$ 456,105	$ 500,883	$ 547,229	$ 595,198	$ 644,844	$ 696,229	$ 749,412	$ 804,457	$ 861,428	$ 920,393	$ 981,422	$ 1,044,587	$ 1,109,962	$ 1,177,626	$ 1,247,658	$ 1,320,141	$ 1,395,161	$ 1,472,807	$ 1,553,170	$ 1,636,346	$ 1,722,433	$ 1,811,534	24,856,678	Midland County
Midland Hospital		$ 17,500	$ 35,612	$ 60,843	$ 91,900	$ 139,217	$ 167,713	$ 214,514	$ 240,725	$ 266,650	$ 293,483	$ 321,264	$ 349,998	$ 379,747	$ 410,538	$ 442,407	$ 475,396	$ 509,529	$ 544,862	$ 581,432	$ 619,282	$ 658,458	$ 699,002	$ 740,968	$ 784,400	$ 829,354	$ 875,881	$ 924,036	$ 973,877	$ 1,025,462	$ 1,078,853	14,747,782	Midland Hospital
Midland College		$ 18,526	$ 37,701	$ 64,413	$ 97,156	$ 147,365	$ 172,259	$ 227,100	$ 254,849	$ 282,295	$ 310,701	$ 340,102	$ 370,532	$ 402,027	$ 434,625	$ 468,363	$ 503,282	$ 539,423	$ 576,829	$ 615,545	$ 655,615	$ 697,088	$ 740,013	$ 784,439	$ 830,421	$ 878,012	$ 927,268	$ 978,250	$ 1,031,015	$ 1,085,627	$ 1,142,150	15,613,044	Midland College
Midland ISD		$ 210,469	$ 428,345	$ 731,835	$ 1,104,187	$ 1,674,527	$ 1,957,139	$ 2,580,211	$ 2,825,484	$ 3,207,315	$ 3,530,060	$ 3,864,101	$ 4,209,833	$ 4,567,668	$ 4,938,022	$ 5,321,343	$ 5,718,079	$ 6,128,701	$ 6,553,634	$ 6,993,562	$ 7,448,826	$ 7,920,024	$ 8,407,713	$ 8,912,472	$ 9,434,909	$ 9,975,648	$ 10,535,242	$ 11,114,465	$ 11,713,951	$ 12,334,438	$ 12,976,632	177,398,872	Midland ISD
		359,253	731,080	1,489,454	2,891,053	3,578,862	4,113,331	5,203,617	6,798,717	6,280,825	6,842,611	7,545,062	8,188,393	8,813,540	9,481,247	10,172,364	10,887,850	11,627,871	12,394,203	13,187,254	14,008,061	14,857,598	15,736,865	16,646,909	17,588,804	18,563,665	19,572,647	20,616,845	21,697,789	22,816,485	23,974,294	335,527,042	TOTAL

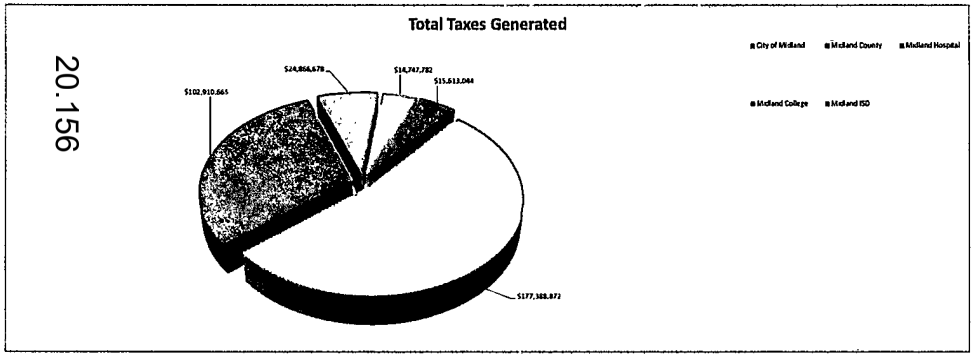
Financial Feasibility Analysis - Summary

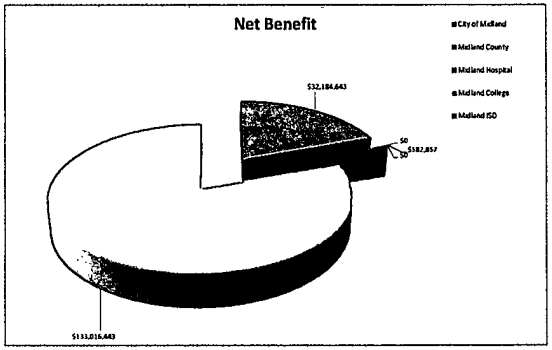
Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	City Participation (100%)	*Potential Additional Participation (100%)	Net Benefit
City of Midland	$102,910,665	$70,726,022		$32,184,643
Midland County	$24,866,678		$24,283,821	$582,857
Midland Hospital	$14,747,782		$14,747,782	$0
Midland College	$15,613,044		$15,613,044	$0
Midland ISD	$177,388,872		$44,372,430	$133,016,443
Total	**$335,527,042**	**$70,726,022**	**$99,017,077**	**$165,783,942**

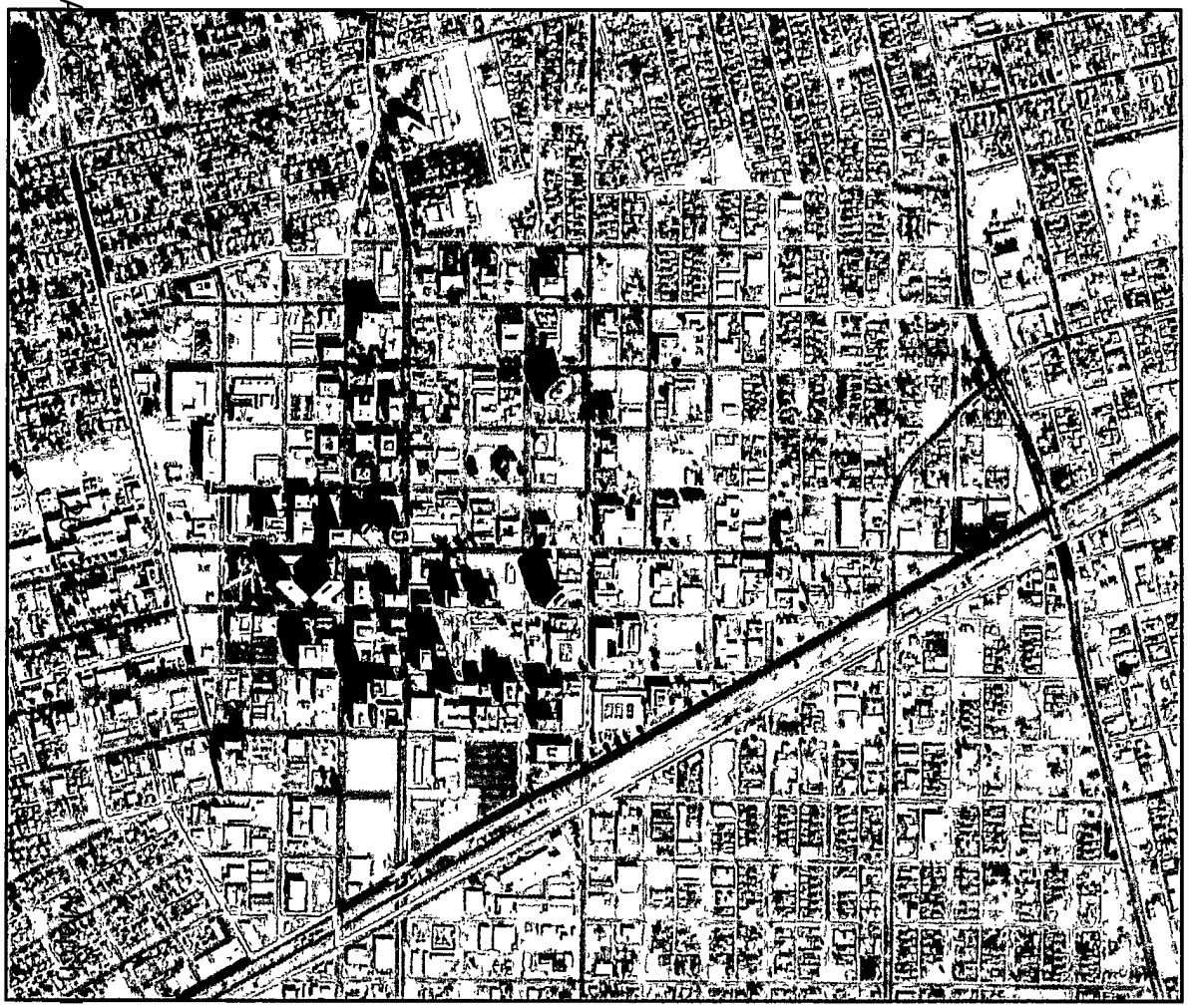
**Potential Additional Participation subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$102,910,665	$70,726,022	$32,184,643
City of Midland - Real Property	*$70,726,022*	*$70,726,022*	$0
City of Midland - Sales	*$1,457,142*	*$0*	*$1,457,142*
City of Midland -HOT	*$30,727,500*	*$0*	$30,727,500





Terms and Conditions



Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PropertyID	Street Address	Legal Description	Acres	Owner.Name	Exemption	Taxable.Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000035089	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035466	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PropertyID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035463	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025946	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025820	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000036222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000037397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000037398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000035004	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214246	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000037467	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051486	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034075	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035283	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214253	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035284	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218445	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000032887	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203976	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000038196	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035189	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035531	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000036164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035537	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041050	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035544	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000036047	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035541	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035540	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035540	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000036043	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035542	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000036038	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035545	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035216	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035226	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000213388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000026033	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035300	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000012588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025938	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025802	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025825	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026422	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000025954	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035031	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000025973	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035227	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035226	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035228	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000028868	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000028866	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025867	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035035	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000037444	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035492	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000025804	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000052046	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000025841	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052052	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035381	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034958	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035315	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035315	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000217268	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035497	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000052206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026088	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035529	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000012667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109950	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000050243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025950	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035181		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035180	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017765	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000026036	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035162	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035160	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035050	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035051	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035032	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215419	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025985	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000025855	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000038155	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000053504	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035586	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035293	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035092	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035138	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000035293	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034924	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035129	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034964	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026033	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026171	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025826	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058141	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041053	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

PACKET 20172

March 19, 2024

EXHIBIT "C"
Participant's Resolution

City Council Meeting

Item Number: 21

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Elizabeth Triggs, Director

Subject: MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND SPACE FORCE ASSOCIATION TEXAS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT: ALL) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at their regular meeting on March 4, 2024 a resolution authorizing the execution of a promotional agreement with Space Force Association Texas, Inc., to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Recommended City Council Action:

Approve

Fiscal Impact:

$250,000 funded by Midland Development Corporation

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Promotional agreement provides for $250,000 in funding from the MDC to SFATx to establish Texas headquarters in Midland and all corresponding activity. The funding will be disbursed in

four equal payments. The term of the agreement is for six years.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 22

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING CERTAIN AMENDMENTS TO THE GENERAL ORDERS OF THE MIDLAND POLICE DEPARTMENT; AND PROVIDING THAT THE CITY COUNCIL IS THE POLICYMAKING AUTHORITY OF THE CITY OF MIDLAND (DISTRICT: NONE) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

RESOLUTION APPROVING SPECIFIED AMENDMENTS TO THE GENERAL ORDERS OF THE MIDLAND POLICE DEPARTMENT FOR 2023.

Recommended City Council Action:

Approve

Fiscal Impact:

NONE

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

As the regulatory and oversight entity for the City of Midland, and by extension the Midland Police Department, it is the responsibility of the City Council to review and approve amended policies and procedures within the Midland Police Department General Orders for 2023.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING CERTAIN AMENDMENTS TO THE GENERAL ORDERS OF THE MIDLAND POLICE DEPARTMENT; AND PROVIDING THAT THE CITY COUNCIL IS THE POLICYMAKING AUTHORITY OF THE CITY OF MIDLAND

WHEREAS, the City of Midland is a home-rule municipality with the full power of local self-government pursuant to Section 51.072 of the Texas Local Government Code; and

WHEREAS, the City Council is the governing body of the City of Midland pursuant to Article IV, Section 1, of the Midland City Charter; and

WHEREAS, the City Council determines the goals for all City of Midland functions and devises means for achieving those goals; and

WHEREAS, the City Council has the power and duty to supervise and control all City of Midland departments, including the Midland Police Department, pursuant to Article IV, Section 14, of the Midland City Charter; and

WHEREAS, the City Council is the sole governing body responsible for internal police policy; and

WHEREAS, the City Council finds that the General Orders of the Midland Police Department constitute internal regulations and procedures of the department that are subject to City Council oversight, review and approval, including, but not limited to, such orders regarding training, supervision, search, seizure, and use-of-force regulations and procedures; and

WHEREAS, the City Council finds it to be in the public interest to approve certain amendments to the General Orders of the Midland Police Department; and

WHEREAS, the City Council finds it to be in the public interest for both the City Council and the City Manager, the administrative head of the City of Midland pursuant to Title 1, Chapter 5, Section 1, of the Midland Municipal Code, to review and approve any future amendments or modifications to the General Orders of the Midland Police

Department; and

WHEREAS, the City Council finds and hereby reaffirms that the City Council is the policymaking authority of the City of Midland, including all law enforcement policies of the City of Midland; and

WHEREAS, the City Council finds and hereby reaffirms that the City Council has not delegated any policymaking authority to the Chief of Police of the Midland Police Department;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland, Texas.

SECTION TWO. That the amendments to the General Orders of the Midland Police Department are hereby approved. Said amendments being summarized in Exhibit A, which is attached hereto and incorporated herein for all purposes. A copy of the General Orders, as amended, shall be on file in the office of the Chief of Police of the Midland Police Department.

SECTION THREE. That the Chief of Police is hereby directed to submit, not less than annually, all amendments or modifications to the General Orders of the Midland Police Department to the City Manager for administrative review and approval. The City Manager is hereby directed to submit, not less than annually, all such amendments or modifications to the General Orders of the Midland Police Department to the City Council for review and approval. Such amendments or modifications shall not become effective until approved by the City Council, and such approval shall be within the sole discretion of the City Council.

SECTION FOUR. That the City Council is the policymaking authority of the City of Midland, Texas, including, but not limited to, all law enforcement policies of the City of Midland, Texas.

SECTION FIVE. That the City Council has not delegated any policymaking authority, expressly or impliedly, to the Chief of Police of the Midland Police Department.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

2023 Midland Police Department Policy Revisions

Chapter 6 Section 1 – Telephone Response Unit-TRU (01/2023) Attachment 1

- XI. D. 5-change in nomenclature

Chapter 8 Section 11- Canine (01/2023) Attachment 2

- VIII. K. 3 b 1-3 added

Chapter 3 Section 8-Pursuit Policy (02/2023) Attachment 3

- V. D.-minor changes to nomenclature

Chapter 3 Section 6-Communications (02/2023) Attachment 4

- See Attachment 4

Chapter 5 Section 9 Continuity of Operations (02/2023) Attachment 5

- New policy, see Attachment 5

Chapter 3 Section 9 – Police Incident Reports (03/2023) Attachment 6

- Minor changes to nomenclature, see Attachment 6

Chapter 4 Section 3 – Off-Duty and Extra-Duty Employment (03/2023) Attachment 7

- VI. A. Dress Code- 1 & 2 added

Chapter 9 Section 2-Criminal Investigations (03/2023) Attachment 8

- V. A. 14 changed nomenclature
- VI. Added M and N

Chapter 1 Section 7-Department Organization (03/2023) Attachment 9

- III. A-Administrative Services Division-updated division information
- III B.-Field Operations Bureau-updated division information
- III. C.-Investigative Services Bureau-updated division information
- III. D.-Support Services Bureau-updated division information
- IV. Organizational Charts-updated chart

Chapter 8 Section 6-Motor Vehicle Accident Investigation (04/2023) Attachment 10

- II. Authority to Investigate, A. 1 & 2 added
- III. Response and Investigation A. 1-8 added
- III. B nomenclature added, subsequent lettering updated
- III. E. Hit and Run Crashes, 1.-6 added, subsequent lettering updated
- V. Crash Reports and Records, A. 2. a-e added
- VIII. Crash Investigation Equipment 1-3 changes made

SOP-FTO Program-Field Training Officer Program (04/2023) Attachment 11

- IV. Removal and Reinstatement, A. 2. Changes in nomenclature.
- V. Duties and Responsibilities A. 1. Changes in nomenclature.
- V. Duties and Responsibilities A. 7. Changes in nomenclature.
- VI. Standardized Field Training Phases- see attachment
- VII. B. 3. Added
- VIII. A-D nomenclature changes
- X. Evaluation Process-see attachment
- XI. Standardized Evaluation Guidelines-see attachment
- XII. Documentation-see attachment
- XV. Completion or Termination-see attachment

SOP-Tactical Unit/SWAT Assessment (04/2023) Attachment 12

- II. Protocols B. 1. c -added
- II. Protocols B. 3. Change in nomenclature
- II. Protocols B. 4.-added

SOP-Directed Patrol Team and Gang Suppression Unit (04/2023) Attachment 13

- II. Structure-change in Bureau

SOP-Personnel and Recruiting Hiring (05/2023) Attachment 14

- V. Disqualifiers A. 5.- added use of THC within past three years
- VI. Testing (for new officers & cadet positions, not rehires) C. Physical Test (Police and Cadet)-changes in nomenclature, see attachment

SOP-Physical Fitness Assessments (06/2023) Attachment 15

- II. Protocols-nomenclature revisions
- II. A. nomenclature revisions

- III. Procedures, C.- changes in nomenclature
- III. Procedures, D.-changes in nomenclature
- III. Procedures, G.-changes in nomenclature
- IV. Guidelines, E. 1.-changes in nomenclature
- IV. Guidelines, F. Remedial-changes in nomenclature

Chapter 3 Section 13-Weapons and Defensive Equipment (06/2023) Attachment 16

- II. Primary Handguns A. -changes in nomenclature
- II. Primary Handguns B. 2.-changes in nomenclature
- III. Back Up and Off-Duty Handguns, A-D-nomenclature changes
- IV. Off Duty Handguns, A-D removed
- V. Shotguns, A. removed
- VI. Carbines, D. Specifications, 6, 7 & 10 nomenclature changes
- VIII. Non-Departmental Weapons, A. 7. b & e-changes in nomenclature
- VIII. Non-Departmental Weapons, A. 8. a-changes in nomenclature
- VIII. Non-Departmental Weapons, C.- added “off-duty”
- XIV. Compulsory Firearms Qualification and Training, B. Annual Qualifying Requirements, 1. Added (if carried).
- XIV. Compulsory Firearms Qualification and Training, B. Annual Qualifying Requirements, 2. Added “less lethal”.
- XIV. Compulsory Firearms Qualification and Training, B. Annual Qualifying Requirements, 3. Added “low light qual”
- XIV. J. Firearms Proficiency Awards, 1-10-removed

Chapter 1 Section 6-Written Directive System (06/2023) Attachment 17

- II. General Orders, F. 6. changes in nomenclature

SOP-Sniper/Observer (07/2023) Attachment 18

- II. Responsibilities, Removed C. & D.
- III. Equipment, Removed C. 6. And C. 11. e.

Chapter 5 Section 8-Rapid Response to Active Threats (08/2023) Attachment 19

- IV. Procedures, C., 1. (c) minor change to nomenclature
- IV. Procedures, C., 1. (c) 2. minor change to nomenclature

Chapter 7 Section 6-Cadet Program (08/2023) Attachment 20

- VI. General Guidelines, G. changed Support Services Deputy Chief to Professional Standards Division Lieutenant

Chapter 5 Section 2-Tactical Unit (10/2023) Attachment 21

- II. Supervision, B. Tactical Unit Commander, 8. Added to policy

SOP-Tactical Unit/SWAT Assessments (10/2023) Attachment 22

- II. Protocols- "quarterly" changed to "semi-annually"
- II. A. 1. Nomenclature changes
- III. Guidelines, A. 7. Nomenclature changes

Chapter 3 Section 21-Animal Control Assistance (11/2023) Attachment 23

- II. Animal Control Calls, A. changes in nomenclature
- II. Animal Control Calls, B. changes in nomenclature
- III. Cruelty Specific Calls and Seizures, A., B., C., D., E., added to policy
- IV. Exigent Circumstances, A., B., C., added to policy
- III. Management of Biting Animals, A. 1., 2., 3., 4., changed to V.
- IV. Handling of High-Risk Animals changed to VI.
- V. Bats and Human Exposure changed to VII.
- VI. Other Animals and Human Exposure changed to VIII.

SOP-FTO Program-Field Training Officer Program (11/2023) Attachment 24

- IV. Removal and Reinstatement, A. 1. Changes in nomenclature
- V. Duties and Responsibilities, A. 2., A. 4., A. 5, A.7., changes in nomenclature.
- V. Duties and Responsibilities, D. 2., changes in nomenclature.

- V. Duties and Responsibilities G. changed “Alternative procedure” to read “For End of Program Procedures”
- VII. Accelerated Field Training Program, A. 1., changed TCLEOSE to TCOLE.
- VII. Accelerated Field Training Program, C., 1., b. “two weeks” changed to “half the standard length”.
- VII. Accelerated Field Training Program, D., 1., changed “two” to “one”.
- VIII. Evaluating the PPO, A., B., changes in nomenclature
- IX. Evaluation of the Recruit with Prior Experience, changes in nomenclature.
- X. Evaluation Process, A., 7., a., (1). Changes in nomenclature.
- X. Evaluation Process, B., 3., a-c Changes in nomenclature.
- X. Evaluation Process, C. 2. Changes in nomenclature
- X. Evaluation Process, C. 3., 1-7 Added to policy
- XI. Standardized Evaluation Guidelines, replaced 1-11 with DOR evaluation categories 1 (a-e), 2 (a-d), 3 (a-j), 4 (a-e), 5., & 6.
- XII. Documentation, B., changes in nomenclature
- XII. Documentation, C., changes in nomenclature

Effective Date	August 1993
Revision Date	07/2015
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Previous Revision Date	08/2014
Affects: All Personnel	

Chapter 6 Section 1
Internal Investigations

5. Two or more fleet crashes rated a "Class B, Class C, Class D, or Class E" by the City of Midland Accident Review Board.

E. The AIM system will notify the Professional Standards Division Lieutenant, who shall in turn notify in writing, by email, the Lieutenant of the involved employee that the Personnel Early Warning Intervention System has been activated. The investigation will be forwarded through the chain of command using the AIM Web system. (CALEA 35.1.9.b)

F. The employee's Lieutenant shall track the notification to the appropriate supervisor using AIM Web, that the Personnel Early Intervention System has been activated. (CALEA 35.1.9.d)

1. The supervisor should then review the employee's accessible files in AIM Web and Tiburon. A sampling of "risk" indicators may include, but may not be limited to:

a. Response to Resistance

b. Citizen Complaints

c. Injuries (arrestee and officer)

d. Assault on Police and Resisting Arrest Cases

e. Sick Leave Usage

f. Pursuits

g. Fleet Crashes

h. Civil Litigation

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Affects: All Personnel	

Chapter 6 Section 1
Internal Investigations

*5. Two or more fleet crashes within 730 days in which the employee is the at fault driver.

E. The AIM system will notify the Professional Standards Division Lieutenant, who shall in turn notify in writing, by email, the Lieutenant of the involved employee that the Personnel Early Warning Intervention System has been activated. The investigation will be forwarded through the chain of command using the AIM Web system. (CALEA 35.1.9.b)

F. The employee's Lieutenant shall track the notification to the appropriate supervisor using AIM Web, that the Personnel Early Intervention System has been activated. (CALEA 35.1.9.d)

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a. Response to Resistance

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c. Injuries (arrestee and officer)

d. Assault on Police and Resisting Arrest Cases

e. Sick Leave Usage

f. Pursuits

g. Fleet Crashes

h. Civil Litigation

Effective Date	August 1993
Revision Date	02/2022
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Last Revision Date	04/2021
Affects: Sworn Personnel	
Chapter 8 Section 11 Canine Unit	

citizens, and whether the suspect is actively resisting or attempting to evade arrest by flight.

3. Prior to releasing the canine and throughout the pursuit the handler will ensure that:

a) There is no obvious danger to the public by releasing the canine.

b) Unless officer safety dictates, a warning shall be given prior to release of the canine. The warning should be given as follows, "POLICE K9, STOP OR I'LL RELEASE THE DOG".

c) Officers hearing this warning should immediately stop running after the suspect to avoid being targeted by the canine.

d) The handler should maintain visibility of the canine throughout the pursuit.

e) If the suspect surrenders prior to contact the handler will immediately recall the dog.

IX. POLICIES REGARDING USE OF CANINE TEAMS (CALEA 41.1.4.a, 41.1.5.a)

A. Requests for assistance by a law enforcement agency other than the Midland Police Department shall be referred to the Canine Sergeant, as long as it is in Midland County. If the request for assistance is outside of Midland County, the Canine Sergeant will contact the assigned Special Operations Lieutenant to determine whether a Department Canine Unit will be deployed. If the assigned Special Operations Lieutenant cannot be contacted, the following chain of command is to be followed:

1. FOB Shift Lieutenant

2. Deputy Chief of Field Operations Bureau

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Revision Date	01/2023
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Last Revision Date	02/2022
Affects: Sworn Personnel	
Chapter 8 Section 11 Canine Unit	

citizens, and whether the suspect is actively resisting or attempting to evade arrest by flight.

3. Prior to releasing the canine and throughout the pursuit the handler will ensure that:

a) There is no obvious danger to the public by releasing the canine.

b) Unless officer safety dictates, a warning shall be given prior to release of the canine. The warning should include these elements:
   1. Your authority (Police/K9).
   2. The opportunity for peaceful surrender.
   3. The consequences of a dog bite for non-compliance.

c) Officers hearing this warning should immediately stop running after the suspect to avoid being targeted by the canine.

d) The handler should maintain visibility of the canine throughout the pursuit.

e) If the suspect surrenders prior to contact the handler will immediately recall the dog.

IX. POLICIES REGARDING USE OF CANINE TEAMS (CALEA 41.1.4.a, 41.1.5.a)

A. Requests for assistance by a law enforcement agency other than the Midland Police Department shall be referred to the Canine Sergeant, as long as it is in Midland County. If the request for assistance is outside of Midland County, the Canine Sergeant will contact the assigned Special Operations Lieutenant to determine whether a Department Canine Unit will be deployed. If the assigned Special Operations Lieutenant cannot be contacted, the following chain of command is to be followed:

1. FOB Shift Lieutenant

Attachment 2

V. RULES OF PURSUIT

* A. Once a pursuit begins a supervisor will designate him or herself as control supervisor. This is usually the pursuing officer's immediate supervisor. If a control supervisor does not immediately volunteer, communications personnel will designate a control supervisor. The supervisor shall acknowledge this designation. (CALEA 41.2.3.d)

B. When an officer makes the decision to pursue a vehicle the following shall be implemented:

1. Make use of all emergency equipment;
2. Immediately notify the dispatcher of the pursuit and give a full description of the vehicle and occupants, direction of travel and the reason for the pursuit;
3. Attempt to keep the vehicle in sight while maintaining a safe pursuit distance;
4. Keep the dispatcher informed of location, direction of travel and changing conditions of the pursuit.

C. Officers accompanied by a civilian passenger that has not signed a liability release or a prisoner shall cease involvement in the pursuit as soon as the secondary unit arrives. A civilian passenger is defined as any person not employed by the Midland Police Department, C.I.S.D. Communications or a sworn officer from another agency riding under authority of that agency.

D. Only the initiating pursuit unit, one backup unit, and a K9 unit shall be actively involved in the pursuit unless authorized by the control supervisor.

E. Unmarked units without emergency equipment shall not engage in pursuits.

F. Pursuing units shall always use emergency lights and siren. If this equipment fails anytime during the pursuit, the pursuit by that unit shall be immediately terminated.

G. Weapons shall not be discharged at fleeing vehicles except as authorized in the Use of Force Policy.

* H. Police vehicles may be utilized to perform rolling roadblocks when speeds and

Affects: Sworn Personnel and Communications

Chapter 3 Section 8
Pursuit Policy

Attachment 3

V. RULES OF PURSUIT

* A. Once a pursuit begins a supervisor will designate him or herself as control supervisor. This is usually the pursuing officer's immediate supervisor. If a control supervisor does not immediately volunteer, communications personnel will designate a control supervisor. The supervisor shall acknowledge this designation. (CALEA 41.2.3.d)

B. When an officer makes the decision to pursue a vehicle the following shall be implemented:

1. Make use of all emergency equipment;
2. Immediately notify the dispatcher of the pursuit and give a full description of the vehicle and occupants, direction of travel and the reason for the pursuit;
3. Attempt to keep the vehicle in sight while maintaining a safe pursuit distance;
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C. Officers accompanied by a civilian passenger that has not signed a liability release or a prisoner shall cease involvement in the pursuit as soon as the secondary unit arrives. A civilian passenger is defined as any person not employed by the Midland Police Department, C.I.S.D. Communications or a sworn officer from another agency riding under authority of that agency.

*D. Only the initiating pursuit unit, one backup unit, and a K9 unit, and a drone unit shall be actively involved in the pursuit unless authorized by the control supervisor.

E. Unmarked units without emergency equipment shall not engage in pursuits.

F. Pursuing units shall always use emergency lights and siren. If this equipment fails anytime during the pursuit, the pursuit by that unit shall be immediately terminated.

G. Weapons shall not be discharged at fleeing vehicles except as authorized in the Use of Force Policy.

* H. Police vehicles may be utilized to perform rolling roadblocks when speeds and

Effective Date	August 1993
Revision Date	
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Affects: All Personnel	
Chapter 3 Section 6 Communications	

I. STATEMENT OF PURPOSE

Effective communication in the operation of the Department is a vital element of law enforcement and plays an important role in officer safety. All radio transmissions are recorded and improper radio usage is grounds for disciplinary action. It is imperative that all employees conduct themselves as professionals while utilizing the communications system. This order is intended to assure that every step is conducted in an effective, proper, and professional manner.

II. RADIO OPERATIONS

A. Radio broadcasts are controlled and a normal voice is used to ensure the broadcast is heard clearly. Horseplay and joking shall not be used.

B. All units calling the Communications Center identify themselves by unit number. Each employee has a specific radio number. The first number designates Division or Bureau assignment. The next three numbers are the employee's PIN number. Each employee has a specific number that no other employee has, (e.g. #9199). Units should not continue any transmission until acknowledged by the dispatcher. (CALEA 81.2.4.c)

C. Officers investigating incidents who find that the location or nature of the call is different from the call originally dispatched are to notify the dispatcher of the correct information. (CALEA 81.2.4.a)

D. Officers should listen to make sure the frequency is clear before transmitting.

E. Officers will not engage in debates or argue with the dispatcher concerning an assignment. Conflicts of this nature are routed to the employee's immediate supervisor who clarifies the issue to the best of his ability. Complaints on Communications personnel are directed to a supervisor who contacts a Communications supervisor.

F. Officers should not seek advice from the dispatcher regarding a point of law, enforcement action, or policy. Questions of this nature are directed to the appropriate supervisor.

G. Long conversations should be avoided when transmitting on primary talk groups. Secondary talk groups and/or the telephone should be used for these situations.

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Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

H. Officers must notify Communications ~~anytime they leave~~ upon leaving their vehicle when necessary or required. For the purpose of officer safety, officers are required to give their location by physical address and not by telephone number, pager number, or check-out "by the radio". Circumstances that ~~also~~ require dispatch notification include, but are not limited to: (CALEA 81.2.4.a, 81.2.5.e)

1. Beginning and ending a tour-of-duty (CALEA 81.2.4.b, 81.2.5.a)

2. Beginning and ending an off-duty job; Officers shall go "10-41 off-duty assignment" and give the location where they are employed. (CALEA 81.2.4.b)

3. Upon arrival at the scene of a dispatched call or when assisting another officer

4. When making traffic stops and assisting motorists; officers give the vehicle license number and physical location. If a license number is not available, officers shall give a description of the vehicle with the location.

5. When making pedestrian stops; officers give a physical description of the subject being stopped and the location.

6. Any other self-initiated activity in which officer safety could be enhanced by notifying Communications

7. When checking-out for meals or breaks (CALEA 81.2.4.b)

I. When a call, incident, or enforcement action has been completed officers will broadcast a disposition of the incident and immediately return to service. (CALEA 81.2.4.a)

J. Officers will not use another officer's name when transmitting unless the radio or unit number is not known.

K. An officer at the scene of an incident determines whether or not other units are needed and advises Communications. Supervisors shall control the number of units assigned to a call and the mode of their response (emergency or non-emergency).

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

L. English is the primary language spoken on talk group Dispatch I, NCIC, and any other channel designated as a primary talk group. This is not to preclude any other language being used on other talk groups. Slang and incorrect English should be avoided. Profanity will not be authorized at any time. Employees will refrain from using unnecessary language.

M. Mobile operators and dispatchers represent the Department to all with whom they communicate. The increase in public safety monitoring by the general public has put all employees in a position of representing the Department to persons whom they may never meet or communicate with directly.

N. Employees possess general knowledge of the equipment assigned to them and understand its capabilities and limitations. Employees must be familiar with the organization of the Department in order to be able to direct their traffic properly and be knowledgeable of the equipment and resources available to the Department.

O. A mobile operator is only as effective as his own initiative and sense of responsibility dictate. No amount of training can compensate for carelessness or lack of sincere effort, dishonesty, or disregard of established regulations.

P. Mobile radios are used only by employees for the purpose of conducting official business. It is the supervisor's responsibility to ensure that personnel adhere to standard radio procedures.

Q. Officers shall monitor the primary talk groups. Air Terminal units also monitor the Air Terminal talk groups.

R. The Communications Center is capable of communicating on the Statewide Interagency frequency ~~(Intercity)~~ (8CALL) and relaying information to local units and vice versa. (CALEA 81.2.4.d, 81.3.3)

S. All officers have the ~~PERM NET~~ METRO talk group in their mobile and/or portable radios. This talk group allows communications with the Midland County Sheriff's Office and the Department of Public Safety. (CALEA 81.2.4.d, 81.3.3)

T. Officers utilizing laptop computers are required to follow the same provisions that apply to mobile radios with the exception of those which, by their very nature, would have no application.

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Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

III. EMERGENCY SITUATIONS (CALEA 81.2.4.g)

A. Transmissions regarding emergency situations, pursuits, and serious crimes in progress shall be given priority over all other transmissions. When an emergency exists on any talk group, EMG will appear on all Police Department radios. Units not involved must route all essential radio traffic to a secondary talk group until dispatch clears restricted traffic. The secondary talk group should be restricted to the dispatch and resolution of calls for service. Routine requests for information such as drivers license, warrant, and criminal history information should be curtailed while emergency traffic conditions exist. Requests for such information will be handled only as time permits. The emergency traffic conditions will not affect the officer's ability to make inquires of the database via the laptop computer, which should be used to reduce un-necessary radio traffic.

B. Units coming in-service during an emergency situation shall switch to a secondary talk group and advise that dispatcher.

C. When an "officer needs assistance" call is received Communications shall make a general broadcast and then dispatch a supervisor and ~~the adjoining sector~~ any available unit(s) to respond.

IV. SUPERVISOR RESPONSIBILITY

A. Supervisors are responsible for the radio conduct of their subordinates and shall immediately correct improper radio procedure.

B. Supervisors carefully monitor and supervise use of the radio and assist officers as required.

C. Field supervisors monitor all talk groups and remain available to the primary talk group. Supervisors may be assigned calls if no other units are available.

V. COMMUNICATIONS FUNCTIONS

A. The basic function of the communications system is to satisfy the immediate informational needs of the Department in the course of normal daily activities and during emergency situations.

B. Communication personnel convey information from the public, to the officer who responds to calls for service, to other law enforcement personnel, and to service agencies.

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

C. The Department's communication system involves central and mobile communications. Central communication services are provided to the Department by the Public Safety Communications Center (P.S.C.C.).

VI. COMMUNICATIONS AND INFORMATION SYSTEM

A. P.S.C.C. is a highly specialized unit of personnel, which provides centralized communications services to the Midland Police Department, Midland Fire Department, and the Midland County Sheriff's Department. The P.S.C.C. is a division of the ~~Communications and Information Systems Department~~ Police Department.

B. Because Central Communications involves service to multiple agencies, maintenance of a manual of policies and procedures directly related to Central Communications operations is the responsibility of the Communications Manager.

C. P.S.C.C. personnel shall adhere to the Public Safety Communications Center Standard Operating Procedure Manual. This manual details procedures to be used by the Communications Center in performing telephone, teletype, radio, and automated data communications functions. A copy of this manual is maintained in the Communications Center and is made available to all personnel.

D. Radio operations are conducted in accordance with Federal Communications Commission procedures and requirements. The ~~C.I.S.D. Director~~ Communications Manager ensures that the Communications Center follows F.C.C. regulations. (CALEA 81.1.2)

E. Access to the Communications Center is restricted to authorized personnel. The Communications Manager is responsible for establishing a list of authorized personnel. Additions to this list shall be based on: (CALEA 81.3.1.a)

1. Security

2. Efficiency

3. Necessity

F. The Communications Center is located partially underground in order to protect communications personnel and equipment. An alternate power source sufficient to provide electrical power for continued operation of emergency communications is furnished by a full powered generator. The generator is inspected and tested at least weekly to assure its readiness. (CALEA 81.3.1.b, c, d, 81.3.2)

G. Centralized communications provided by the P.S.C.C. include base-mobile communications and telephone communications.

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

H. Telephone communications include twenty-four hour, toll-free, TDD/TTY, telephone access for emergency calls for service and prompt handling and routing of misdirected emergency calls. (CALEA 81.2.1, 81.3.3)

I. The Public Safety Communications Center (P.S.C.C.) provides twenty-four hour two-way radio communication with continuous communications between the Communications Center and on-duty employees. (CALEA 81.2.2)

J. P.S.C.C. has immediate playback capabilities of all telephone conversations which request law enforcement services as well as all radio transmissions. Requests to review recorded material are made to the Communications Manager or Supervisor. (CALEA 81.2.8.a)

K. The Communications Manager or Supervisor allows the following to review recorded information: (CALEA 81.2.8.c)

1. Chief of Police
2. Internal Affairs Investigator
3. Any sworn MPD Supervisor
4. Fire Chief, Assistant Chief, or Battalion Chief
5. Sheriff or sworn supervisor rank of Sergeant or higher
6. District or County Attorney
7. Any other person authorized by the Communications Manager

L. The on-duty Communications supervisor shall remove and hold from the regular rotation any ~~tape~~ recording at the request of: (CALEA 81.2.8.b)

1. Chief of Police
2. Communications Manager
3. Internal Affairs Investigator
4. Any sworn MPD Supervisor
5. Case Detective

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

6. Fire Chief, Assistant Chief, or Battalion Chief

7. Sheriff, or sworn supervisor rank of Sergeant or higher

8. District or County Attorney

M. The Communications supervisor secures all ~~tape~~ recordings being held by request ~~in the Communications Manager's office. These tapes are maintained~~ until the Communications Manager is notified of disposition. All other ~~tape~~ recordings are maintained for a minimum of three hundred and sixty-five days. (CALEA 81.2.8.a, b)

N. P.S.C.C. records the following information each time service is requested:

1. Date and time of request (CALEA 81.2.3.b)

2. Name and address of complainant (CALEA 81.2.3.c)

3. Type of incident reported, including information to enhance officer safety and conditions that may be encountered at the scene (CALEA 81.2.3.d)

4. Location of incident with intersecting cross street (CALEA 81.2.3.e)

5. Time of dispatch (CALEA 81.2.3.g)

6. Time of arrival (CALEA 81.2.3.h)

7. Time unit returned to service (CALEA 81.2.3.i, 81.2.5.e)

8. Disposition or status of reported incident (CALEA 81.2.3.j, 81.2.5.e)

9. Complaint control number for each specific call for law enforcement service (CALEA 81.2.3.a)

10. Primary officer assigned (CALEA 81.2.3.f)

11. Back-up or assisting officers (CALEA 81.2.3.f)

O. Communications personnel shall secure the following services when requested:

1. Fire and Rescue equipment

2. Environmental and humane services

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

3. Ambulances

4. Wreckers

5. Animal Control

6. Other agency assistance

P. The Communications Center has immediate access to the following Department resources:

1. Officer in-charge (CALEA 81.2.5.a)

2. Duty roster of all personnel (CALEA 81.2.5.b)

3. Telephone list of all personnel (CALEA 81.2.5.c)

4. Plans for accepting and delivering emergency messages

5. Maps of the service area (CALEA 81.2.5.d)

6. Central records and data storage on an as needed basis

7. Tactical dispatching plans (CALEA 81.2.5.g)

8. All personnel subject to being called-out (CALEA 81.2.5.f)

Q. The Communications Center maintains plans for dispatching to all call types including a recommended response. Special plans have been devised and are in the P.S.C.C. Standard Operating Procedures. (CALEA 81.2.4.e)

R. Communications Personnel maintain an updated list of all community services and Victim/Witness Assistance services available in Midland County. Communications personnel provide referral information, regarding services offered by the Department and other governmental or private organizations for victim/witnesses or others in need of medical attention, counseling, or emergency financial assistance. This service is available on all published multi-agency phone lines for non-emergencies or on 911 if an emergency response is needed. (CALEA 81.3.3, 81.2.7)

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

S. First Responder Training for P.S.C.C. Personnel is provided for and coordinated through the Department's Victim/Witness liaison, which is the Investigations Lieutenant. This training is in conjunction with that provided for patrol officers, detectives, and other sworn/civilian personnel whose responsibilities may relate to Victim/Witness Assistance. (CALEA 81.2.6.a, 81.2.7)

VII. UNIT RESPONSE AND RADIO PROCEDURE

A. Employees will be familiar with codes and signals used by the Department and the purpose and use of the TLETS/NLETS system.

B. When giving subject descriptions officers should include:

1. Name
2. Sex
3. Race
4. Age
5. Height
6. Weight
7. Hair color
8. Eye color
9. Complexion
10. Scars, marks and tattoos
11. Clothing description:
    a. Hat
    b. Shirt
    c. Coat
    d. Trousers

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

e. Socks

f. Shoes

C. When describing a vehicle, officers should use "CYMBALS":

C -- Color of vehicle

Y -- Year of manufacture of the vehicle

M -- Make of vehicle

B -- Body style

A -- Additional accessories

L -- License number of the vehicle

S -- Serial number (VIN)

D. Officers are expected to be familiar with streets and roads and should not ask directions over the air unless in an emergency. All officers are supplied with current city maps.

VIII. COMMUNICATIONS EQUIPMENT

A. All ~~marked~~ patrol vehicles are equipped with mobile radio equipment. All other officers are equipped with portable radios with installed vehicular chargers.

B. All officers are assigned a portable transceiver in order to assure constant contact with the Communications Center.

C. Unless specifically authorized by the Chief of Police, employees will not possess or install other radios capable of transmitting on any law enforcement frequency.

IX. EMERGENCY MESSAGES (CALEA 55.2.6, 81.2.11)

A. Messages are accepted for delivery if it is determined that the caller has exhausted all reasonable means to contact the person.

B. Emergency messages include:

1. Death notification

2. Serious illness or injury

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

3. Other messages of an emergency nature

4. Checking the personal welfare of citizens separated or overdue motorists

5. Messages from other law enforcement agencies or public agencies

C. Non-emergency or business messages are not accepted for delivery unless approved by the on-duty Communications Supervisor.

D. Officers must take all necessary steps to deliver emergency messages to the appropriate person. In the event that personal contact is not made, the officer will leave a note detailing the appropriate information for the person to be contacted. The note contains:

1. The officer's name

2. The time and date of delivery

3. MPD incident number

4. The person's name the message is for

5. The name, address, and telephone number of the person to be contacted

6. A short message, if appropriate

E. The officer must notify the Dispatcher of the actions taken to deliver the message.

X. STOLEN VEHICLES

A. All locally stolen vehicle complaint information ~~should be~~ is forwarded to patrol briefing at the beginning of each shift by Communications. ~~personnel.~~ This information is also published in the ~~Daily Bulletin~~ BOLO list.

B. Teletypes of stolen vehicles from surrounding agencies are forwarded to patrol briefings by Communications personnel.

C. Information on vehicles stolen during a shift from Midland or surrounding agencies is broadcast to on-duty units by the Communications Center.

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Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

XI. OBTAINING EXTERNAL SERVICES (CALEA 81.2.5.f)

A. A ~~manual~~ directory of telephone listings for needed services outside the Department is maintained and updated regularly by the Communications Center.

B. The Communications Manager or designee inspects this ~~manual~~ directory ~~once each month to~~ as needed to determine if updated information is being maintained.

XII. OBTAINING RELEVANT INFORMATION

A. On all calls for police service the call taker must attempt to obtain the location of occurrence and nature of the call. These two pieces of information are absolutely necessary to properly handle the call.

B. The call taker will attempt to ascertain name, address and telephone number of the caller, location of the caller, and any other pertinent information. If a vehicle is involved, the call taker will attempt to ascertain vehicle identification characteristics such as color, year, make, model, license plate information, and last known direction of travel.

C. If a person involved in the incident is believed to be a suspect or actor, the call taker must attempt to ascertain identifying characteristics such as race, sex, approximate age, height, weight, clothing description, and last known direction of travel.

D. On calls reporting an incident in progress (robbery, burglary, etc.) the call taker should attempt to keep the caller on the line and elicit more information until the first officer arrives on the scene. The call taker will record and pass on to the dispatcher further information specific to the incident and the continuing occurrences of the incident.

E. The dispatcher must relay relevant information to units responding to the scene.

XIII. TCIC/NCIC - TLETS/NLETS (CALEA 81.2.9 AND 82.1.7)

A. Information maintained in the computerized data bases associated with the Texas/National Law Enforcement Telecommunications Systems (TLETS/NLETS), Texas National Crime Information Centers (TCIC/NCIC) is of confidential nature under most circumstances. Distribution of such information to non-authorized persons could endanger the provisions of privacy afforded to all individuals and could therefore, lead to liability and legal action against the Department. All precautions will be taken to ensure the continued protection of the privacy of all individuals with regard to this information.

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Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

B. TCIC/NCIC, TLETS/NLETS systems are designed exclusively for use by criminal justice agencies in conducting their lawfully authorized duties within their respective jurisdictions. Criminal Justice agencies which perform the administration of criminal justice pursuant to a statue or executive order. The "administration of criminal justice" means performance of any of the following activities: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. Use of the system for any other purposes is violation of State Statues and Federal Regulations as well as a user agreement, which could result in the termination of service to any agency.

C. Only persons associated with Criminal Justice, as defined in the NCIC manual, will be authorized any contact with or access to the TLETS/NLETS system.

D. No employee should request, submit, convey, or otherwise distribute information to or from the TLETS/NLETS, TCIC/NCIC systems unless it is in accordance with the provisions of the TLETS/NLETS and TCIC/NCIC manuals. Submissions are recorded and audited by the Department of Public Safety and/or the Public Safety Communications Manager, who is the Terminal Agency Coordinator. Requests, submissions, conveyance or distribution for an employee personal use is strictly prohibited. Administrative sanctions and/or state sanction could be imposed.

E. The interpretation of policy surrounding the use of the aforementioned systems is the responsibility of the Communications Manager.

F. Any matter needing interpretation should be temporarily suspended and information regarding that matter should not be submitted or released until the interpretation is issued by the Communications Manager.

XIV. MAINFRAME COMPUTER AUTHORIZATION (CALEA 81.2.9 AND 82.1.7)

A. No employee shall knowingly or intentionally operate a computer terminal, whether desktop or laptop, if that person has not properly logged on or been granted access to it by the individual who is properly logged on. It will be the responsibility of the employee to properly log off any computer terminal. (CALEA 41.3.7)

B. No employee shall use a security access password of another individual when logging on to a terminal, unless required by an emergency or unusual circumstance.

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Chapter 3 Section 9
Police Incident Reports

I. STATEMENT OF PURPOSE

Police reports are the starting point for criminal investigations and are also a record of events and actions taken or observations made by officers. Citizens expect police officers to conduct thorough investigations of all complaints regardless of how minor the incident might seem. Often minor incidents may help lead to the successful conclusion of a major investigation. Officers shall not discourage citizens from filing complaints.

II. SUBMISSION OF POLICE/INCIDENT REPORTS (CALEA 82.1.5, 82.2.1.c, e)

A. All primary reports shall be submitted electronically prior to the termination of the tour of duty during which the incident occurred or was investigated, unless otherwise directed by a supervisor. (CALEA 82.2.1.d, 84.1.1.b)

B. When several officers are involved in one incident, the primary report is made by the officer originally dispatched or the first officer on the scene. No officer is exempt from the responsibility of properly reporting incidents, including the submission of supplemental reports. (CALEA 82.2.1.d)

C. Reports shall be complete, correct, and submitted electronically or on appropriate forms. (CALEA 82.2.1.d)

D. All other documents pertinent to a case shall be submitted to the Records Section to be scanned into the Automated Reporting System (ARS) as an attachment to the appropriate case. Handwritten documents shall be written legibly. (CALEA 82.2.1.d)

E. All time references are made using military time (24 hour clock 0001 - 2400 hours). (CALEA 82.2.1.d)

F. Reports include, but are not limited to: (CALEA 82.2.1.d)

1. Police reports
2. Memos
3. Citations
4. Impound cards

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Affects: All Personnel	

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B. When several officers are involved in one incident, the primary report is made by the officer originally dispatched or the first officer on the scene. No officer is exempt from the responsibility of properly reporting incidents, including the submission of supplemental reports. (CALEA 82.2.1.d)

C. Reports shall be complete, correct, and submitted electronically or on appropriate forms. (CALEA 82.2.1.d)

D. All other documents pertinent to a case shall be submitted to the Records Section to be scanned into the Records Management System (RMS) as an attachment to the appropriate case. Handwritten documents shall be written legibly. (CALEA 82.2.1.d)

E. All time references are made using military time (24-hour clock 0001 - 2400 hours). (CALEA 82.2.1.d)

F. Reports include, but are not limited to: (CALEA 82.2.1.d)

1. Police reports
2. Memos
3. Citations
4. Impound cards

Revision Date	
Review Date	01/2018
Previous Revision Date	08/2010
Affects: All Personnel	

Chapter 3 Section 9
Police Incident Reports

G. Reports are reviewed and approved by the submitting officer's supervisor or other designated review officer in order to provide consistency in the reporting procedure and to ensure completion of assignments. If the report is approved, it shall be noted by the supervisor prior to submission. (CALEA 82.2.1.e)

III. REQUIRED POLICE REPORTS (CALEA 82.2.1.a, 82.2.2.a)

Police reports are required for the following:

A. Incidents involving the commission of any grade of criminal offense, excluding traffic offenses.

B. Any incident where a custody arrest has been made.

C. Any time a complaint is referred to the City prosecutor for possible further action, including Field Release Citations.

D. Incidents that require documentation of further investigation. These include but are not limited to a natural death, suicide, and some civil situations.

E. Employees shall submit any other reports required in the performance of their duties or that may be required by the circumstances of an event.

F. A report is not required for the impoundment of a vehicle for traffic related violations such as abandoned, blocking traffic, etc. For such violations an offense number is obtained and included on the Impound Card.

IV. REPORT REQUIREMENTS (CALEA 82.2.1.e, 82.1.5)

A. Tiburon Help File outlines:

1. Information required (CALEA 82.2.1.c)

2. Procedures for completion (CALEA 82.2.1.d)

3. Submission, processing, and supervisory review (CALEA 82.2.1.e)

B. All reports are submitted on approved forms provided for the particular type incident reported. Forms provided for and required by the State of Texas are used when applicable. (CALEA 82.2.1.b)

Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	01/2018
Affects: All Personnel	

Chapter 3 Section 9
Police Incident Reports

G. Reports are reviewed and approved by the submitting officer's supervisor or other designated review officer in order to provide consistency in the reporting procedure and to ensure completion of assignments. If the report is approved, it shall be noted by the supervisor prior to submission. (CALEA 82.2.1.e)

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F. A report is not required for the impoundment of a vehicle for traffic related violations such as abandoned, blocking traffic, etc. For such violations an offense number is obtained and included on the Impound Card.

IV. REPORT REQUIREMENTS (CALEA 82.2.1.e, 82.1.5)

A. All reports are submitted on approved forms provided for the particular type incident reported. Forms provided for and required by the State of Texas are used when applicable. (CALEA 82.2.1.b)

B. Case reports are sequentially numbered with a two-digit prefix representing the year, two-digits representing the month, two-digits representing the day, and a three-digit suffix designating the sequential report number. Each case has a unique number. (CALEA 82.2.1.c)

C. Reports requiring further investigation are assigned to the appropriate Bureau for follow up investigation. A copy of the report is provided to the appropriate section for investigation.

B. All reports are submitted on approved forms provided for the particular type incident reported. Forms provided for and required by the State of Texas are used when applicable. (CALEA 82.2.1.b)

C. Reports requiring further investigation are assigned to the appropriate Bureau for follow up investigation. A copy of the report is provided to the appropriate section for investigation.

Page 2 of 4

Effective Date	August 1993
Revision Date	
Review Date	01/2018
Previous Revision Date	08/2010
Affects: All Personnel	

Chapter 3 Section 9
Police Incident Reports

C. Case reports are sequentially numbered with a two-digit prefix representing the year, two-digits representing the month, two-digits representing the day, and a three-digit suffix designating the sequential report number. Each case has a unique number. (CALEA 82.2.1.c)

D. Reports requiring further investigation are assigned to the appropriate Bureau for follow up investigation. A copy of the report is provided to the appropriate section for investigation.

1. All original statements taken in the course of an investigation are forwarded to the Records Section.

2. All paper originals (Driver's License checks, letters, etc.) related to the investigation are forwarded to the Records Section with a supplement form. The case officer may keep a copy of the report and all attachments for his own reference.

3. The dispositions of all cases presented for prosecution are forwarded to the Records Section. These dispositions are entered electronically into the corresponding case report(s) for retention.

4. Upon receipt of a case disposition, the supervisor reviews and forwards the copy to the reporting or case officer he supervises. Counseling or additional training is provided to the officer by the supervisor when a need is identified through a case disposition.

E. All assigned cases in an active status require a supplement to be submitted to the

Effective Date	August 1993
Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	01/2018
Affects: All Personnel	

Chapter 3 Section 9
Police Incident Reports

1. All original statements taken in the course of an investigation are forwarded to the Records Section.

*2. All paper originals (Driver's License checks, letters, etc.) related to the investigation are logged in to Property and Evidence with a supplement form. The case officer may keep a copy of the report and all attachments for his own reference.

3. The dispositions of all cases presented for prosecution are forwarded to the Records Section. These dispositions are entered electronically into the corresponding case report(s) for retention.

4. Upon receipt of a case disposition, the supervisor reviews and forwards the copy to the reporting or case officer he supervises. Counseling or additional training is provided to the officer by the supervisor when a need is identified through a case disposition.

D. All assigned cases in an active status require a supplement to be submitted to the Records Section. Supervisors making case assignments ensure that a status report is submitted after the investigation or follow-up is finalized. Cases that have been finalized and awaiting judicial action do not require follow-up supplements. (CALEA 82.2.4)

*V. ASSIGNMENT OF INCIDENT/EVENT NUMBERS

A. An incident/event number is issued when an officer is dispatched to or receives a citizen call that does not require a police report. (CALEA 82.2.2.a, b, c, d; 82.2.3)

own reference.

3. The dispositions of all cases presented for prosecution are forwarded to the Records Section. These dispositions are entered electronically into the corresponding case report(s) for retention.

4. Upon receipt of a case disposition, the supervisor reviews and forwards the copy to the reporting or case officer he supervises. Counseling or additional training is provided to the officer by the supervisor when a need is identified through a case disposition.

E. All assigned cases in an active status require a supplement to be submitted to the Records Section. Supervisors making case assignments ensure that a status report is submitted after the investigation or follow-up is finalized. Cases that have been finalized and awaiting judicial action do not require follow-up supplements. (CALEA 82.2.4)

V. ASSIGNMENT OF CASE/INCIDENT NUMBERS

A. An incident number is issued when an officer is dispatched to or receives a citizen call that does not require a police report. (CALEA 82.2.2.a, b, c, d; 82.2.3)

B. A case number is issued when an officer is dispatched to or initiates a call for: (CALEA 82.2.1.d; 82.2.2.a, b; 82.2.3)

1. Criminal offenses when there has not been a previous case number issued.

Effective Date	August 1993
Revision Date	
Review Date	01/2018
Previous Revision Date	08/2010
Affects: All Personnel	
Chapter 3 Section 9 Police Incident Reports	

2. Incidents involving an arrest.

3. Natural or accidental deaths.

4. Incidents resulting in serious injury.

through a case disposition.

D. All assigned cases in an active status require a supplement to be submitted to the Records Section. Supervisors making case assignments ensure that a status report is submitted after the investigation or follow-up is finalized. Cases that have been finalized and awaiting judicial action do not require follow-up supplements. (CALEA 82.2.4)

*V. ASSIGNMENT OF INCIDENT/EVENT NUMBERS

A. An incident/event number is issued when an officer is dispatched to or receives a citizen call that does not require a police report. (CALEA 82.2.2.a, b, c, d; 82.2.3)

B. A case number is issued when an officer is dispatched to or initiates a call for: (CALEA 82.2.1.d; 82.2.2.a, b; 82.2.3)

1. Criminal offenses when there has not been a previous case number issued.

2. Incidents involving an arrest.

3. Natural or accidental deaths.

4. Incidents resulting in serious injury.

5. Traffic accidents.

6. Seized or found property.

Effective Date	August 1993
Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	01/2018
Affects: All Personnel	
Chapter 3 Section 9 Police Incident Reports	

7. General incidents an officer considers of departmental or public interest.

C. A case number is not issued for:

Effective Date	August 1993
Revision Date	
Review Date	01/2018
Previous Revision Date	08/2010
Affects: All Personnel	

Chapter 3 Section 9
Police Incident Reports

2. Incidents involving an arrest.
3. Natural or accidental deaths.
4. Incidents resulting in serious injury.
5. Traffic accidents.
6. Seized or found property.
7. General incidents an officer considers of departmental or public interest.

C. A case number is not issued for:

1. Recovered property already having an original case number assigned.
2. Courtesy calls such as answering questions or giving directions to citizens.
3. Close patrols.
4. When gathering supplemental information on a previously issued case number.
5. Court attendance.
6. Public service functions that would not prevent an officer from quickly returning to service.

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Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	01/2018
Affects: All Personnel	

Chapter 3 Section 9
Police Incident Reports

7. General incidents an officer considers of departmental or public interest.

C. A case number is not issued for:

1. Recovered property already having an original case number assigned.
2. Courtesy calls such as answering questions or giving directions to citizens.
3. Close patrols.
4. When gathering supplemental information on a previously issued case number.
5. Court attendance.
6. Public service functions that would not prevent an officer from quickly returning to service.
7. A Midland Police Department warrant in which the original case number should be used.

Effective Date	February 2023
Revision Date	
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Previous Revision Date	
Affects: Sworn Personnel	
Chapter 05 Section 09 **Continuity of Operations**	

I. STATEMENT OF PURPOSE

The purpose of this order is to provide guidance and preliminary planning to continue uninterrupted services during any incident or event that disrupts normal operations.

II. Definitions

A. Continuity of Operations: (COOP) is the assurance that primary emergency communications and field operations are capable of response to demand for police services.

B. Catastrophic Event: can be defined as an act of nature that causes significant damage and destruction requiring additional resources to provide lifesaving services, security for other emergency services, and the protection of critical infrastructure, resources, or the property of others.

C. Terroristic Acts: are the actions of domestic or foreign groups with the intent to destroy or interfere with economic, transportation or governmental services and to create a sense of fear in society.

D. Illness: can be caused by both viral and bacterial sources whether naturally occurring or man-made and used to terrorize others. Illness among first responders can drastically affect services and available personnel.

E. Succession: is the planning for the continuity of operations through identification of rights of succession and/or chain of command when those personnel are lost or unable to act.

F. Primary Services: are identified as Communications (9-1-1) Center operations and field response elements to life saving needs of the public.

G. Critical Personnel: are all sworn law enforcement officers and certified communications personnel, who are subject to call in at any time. All other personnel can also be called into service as needed.

H. Critical Infrastructure: is identified as any public safety (police or fire) facility or vehicle, the public water supply, electrical facility, medical care facility, food or medical supply, transportation, or public roadway, which is identified as being needed to supply those resources or respond to emergencies.

I. Reconstitution: the process of returning to normal, sustainable operations once leadership determines normal operations can be initiated.

III. PROCEDURES

A. Communications Center

1. The Communications Center is the vital link between the citizens and emergency services. The continuity of the Communications Center operation is considered most critical and a priority.
2. In the event of a need for additional human resources to continue or enhance operational effectiveness of the Communications Center, work shift schedules may be modified to any configuration.
3. Additional human resources can be requested through mutual aid response from other local and State resources.
4. As a last resort, non-trained police or fire personnel can be used to assist in the COOP of the Communications Center when those personnel are acting under the direct supervision of certified communications supervisors or specialists.
5. In the event of a loss of the Communications Center due to natural disaster, an act of terrorism or operational ineffectiveness, all 9-1-1 services will be transferred to a mutual aid agency or other designated secondary location. Any remaining personnel may be reassigned to assist the mutual aid agency or at another remote secondary location.

B. Field Operations

1. Field Operations is any police resource needed to respond to calls for service or policing activity outside of the police department building.
2. Field personnel are primarily those officers assigned to the Field Operations Bureau, however all sworn personnel are considered critical personnel.
3. During any critical incident, shift work schedules may be modified or extended to ensure adequate resources are available.
4. Non-field, sworn personnel will be called into service as resources are needed by the acting Field Commander and serve in this capacity until relieved.
5. Additional resources can be requested from any mutual aid agency as needed.
6. Police response to any non-life-threatening call for service may be suspended upon direction of the Chief of Police, their successor, or designee.

7. During any critical incident, catastrophic event, or act of terrorism, a Field Operations Bureau Commander will be designated to oversee resource coordination and response.
8. A Field Operations Bureau Commander will be on duty at all times until the conclusion of the event or until conditions are stabilized.
9. Field operations and critical personnel may be required to remain at the police department, or a location identified for rest and rehabilitation until the conclusion or stabilization of a critical incident.

IV. CRITICAL INCIDENT SUCCESSION OF COMMAND

A. Chief of Police

1. In the event of the loss or inability of the Chief of Police or acting Chief of Police to serve as the head of Police Services, the Deputy Chief over Field Operations will assume command of Police Services until relieved.
2. If the Deputy Chief over Field Operations is unable to assume direction of the department, his/her responsibilities will transfer to another Deputy Chief and then (if necessary) to the senior FOB Commander.
3. The Deputy Chief/FOB Commander will continue service in this capacity until relieved of duty.
4. Succession of command will continue through the FOB Commanders, as needed, until exhausted.

B. Field Operations Command

1. In the event of the loss or inability of the FOB Commanders to serve the Chief of Police, their successor or designee, will transfer command of Field Operations to another Bureau Commander until relieved.
2. Responsibilities may be shared between personnel to ensure constant direction operations until the critical event is concluded or stabilized.

C. Communications Center

1. In the event of the loss or inability of the Communications Manager to serve in their capacity, the line of succession will continue as outlined in the Communications Division SOP.
2. Command can be shared between appointees to insure continuous supervision until the conclusion of the event or stabilization.

D. Police Department Building Operations

1. During any critical incident, catastrophic event, act of terrorism, or loss of effectiveness due to illness in the workforce, the Chief of Police, their successor, or designee, can suspend all public access and building services to the public.
2. Non-critical personnel may be relieved of service or reassigned to assist critical operations personnel as needed.
3. The shift work schedule of non-critical personnel may be adjusted to accomplish the needs of the department.
4. As a critical infrastructure, the security of the police department and assets is paramount. Therefore, personnel may be assigned as needed to secure the facility and prevent unauthorized access.
5. Non-critical personnel may be assigned to serve as logistical planners, to collect and distribute materials at the police department or any other location in the field as needed.

E. Readiness of Personnel

1. When forewarned of a pending critical incident, catastrophic event or act of terrorism, critical personnel will be placed in a state of readiness.
2. All personnel will receive instructions on possible assignments and equipment needed.
3. When responding to assignments all personnel will report with their equipment in good working condition and supplies to last the duration of their assignment.
4. Considerations will be made to provide for care and needs of the families of personnel as available.
5. If possible, personnel should have pre-arranged plans for their families to shelter in place or evacuate to a safe location.
6. The families of personnel should make all attempts to provide their own food, water, and other critical needs.

F. Illness of Personnel

1. If a critical or non-critical employee is sick or believed to be contagious, they should contact their supervisor or commander for instructions.
2. If the supervisor or commander is not accessible the employee will not report for duty and risk exposure of other personnel to the illness, but they are responsible for notifying the department of their inability to serve as soon as possible.
3. Instructions on the length of time the employee will not be allowed to return to service will be determined by a supervisor or Health and Wellness staff.

4. Employees showing signs of illness will be relieved of duty as soon as practical by their supervisor or commander.
5. Employees are responsible for following wellness guidelines as outlined by the Health and Wellness staff or the Chief of Police to prevent exposure of themselves or the exposure of others to their illness.

V. RECONSTITUTION

A. Within 24 hours of an emergency relocation, the following individuals will initiate and coordinate operations to salvage, restore, and recover the Police Department primary operating facility after receiving approval from the appropriate State and local law enforcement and emergency services.
B. The Police Chief or their designee will serve as the Reconstitution Manager for all phases of the reconstitution process.
C. The Police Department will designate a reconstitution point-of-contact (POC) to work with the Reconstitution Team and to update office personnel on developments regarding reconstitution.
D. Reconstitution will commence when the Police Chief or other authorized person ascertains that the emergency situation has ended and is unlikely to reoccur. These reconstitution plans are viable regardless of the level of disruption that originally prompted implementation of the Continuity Plan. Once the appropriate Police Department authority has made this determination in coordination with other State, local and/or other applicable authorities, one or a combination of the following options may be implemented, depending on the situation:
    1. Continue to operate from the continuity facility.
    2. Reconstitute the Police Department primary operating facility and begin an orderly return to the facility.
    3. Begin to establish long-term operations in another facility or at another designated location.

VI. TRAINING AND REVIEW

A. Reviewing and exercising the plan is necessary to ensure it continues to meet the appropriate needs of the department.
B. The plan will be reviewed and exercised at a minimum of every four years.

A. Employees and officers shall not:

1. Use information obtained by the Department or through official capacity with the Department in any outside employment, other than to control crime.

2. Engage in off-duty/extra-duty employment until all requirements for off-duty/extra-duty employment are met and approval received. This applies regardless of the type employment and compensation.

3. Be compensated by the Department for any civil court case resulting from off-duty/extra-duty employment. On-duty officers required to attend a civil trial resulting from official police action during off-duty employment may be authorized special assignment for this purpose. If the civil action is for other

*A. Dress Code

Attachment 7

1. Employees working an extra-duty job in which contact with the public is expected and law enforcement action likely to occur, such as at bars or parties, are required to wear the class "A" uniform, the class "B" uniform, or the utility uniform. No uniforms with an external vest carrier are to be worn. Exceptions may be granted through the Office of the Professional Standards Division Lieutenant or the Chief of Police depending on venue and operational requirements.

Attachment 7

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Previous Revision Date	06/2021
Affects: All Personnel	

Chapter 4 Section 3
Off-Duty and Extra-Duty Employment

than a police related matter, the officer shall take vacation or compensatory time.

4. Work off-duty/extra-duty employment to the extent that it affects the officer's on-duty job performance. (CALEA 22.3.5.b)

5. Engage in off-duty/extra-duty employment on the same calendar day they fail to report for duty or fail to complete their tour of duty due to illness or injury.

6. Advertise for or solicit business in connection with off-duty/extra-duty employment while on-duty. (CALEA 22.3.4)

*7. Unless approved by the Chief of Police, hold a commission from any other law enforcement agency (local, state, or federal). (CALEA 22.3.4)

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Affects: All Personnel	

Chapter 4 Section 3
Off-Duty and Extra-Duty Employment

2. Officers working an extra-duty job in which only minimal contact with the public is expected and law enforcement action not likely to occur, such as working nighttime security at Greentree or working nighttime security at an oil rig site, may wear the class "A" uniform, the class "B" uniform, the utility uniform, or the police identifiable uniform. The police identifiable uniform consists of a collared shirt bearing the Midland Police Department logo, dress pants, range/rough duty pants, or blue jeans (all pants must be in good condition with no noticeable fading, rips, tears, or decorative stitching), and close toed shoes or boots with no rips or tears. The police identifiable uniform also includes a police radio, Department approved handgun, handcuffs, and Midland Police Department badge worn either around the neck or on a belt displayed next to the firearm. Body armor must be available and easily accessible. Exceptions may be granted through the Office of the Professional Standards Division Lieutenant or the Chief of Police depending on venue and operational requirements.

8. Plan, organize and conduct necessary searches. (CALEA 42.2.2.d, 43.1.1.b)

9. Collect and submit for processing, any additional physical evidence. (CALEA 42.2.2.d, 43.1.1.b)

10. Identify suspects, have composite pictures made, show photographic and/or physical lineups for victims and witnesses. (CALEA 42.2.2.e, 43.1.1.b)

11. Disseminate suspect information to proper departmental personnel and other appropriate agencies. (CALEA 42.2.2.e, 43.1.1.c)

12. Prepare warrants. (CALEA 42.2.2.e, 43.1.1.c)

13. Locate, arrest and question suspects. Attempt to determine suspect's involvement in other crimes. (CALEA 42.2.2.e, f, 43.1.1.c)

8. Plan, organize and conduct necessary searches. (CALEA 42.2.2.d, 43.1.1.b)

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12. Prepare warrants. (CALEA 42.2.2.e, 43.1.1.c)

13. Locate, arrest and question suspects. Attempt to determine suspect's involvement in other crimes. (CALEA 42.2.2.e, f, 43.1.1.c)

*14. Prepare the case report for presentation to the District Attorney's Office or other appropriate authority. Present all related documentation, exculpatory

Attachment 8

Effective Date	August 1993
Revision Date	
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Affects: Sworn Personnel; Community Service Officers/Clerks	
Chapter 9 Section 2 Criminal Investigations	

14. Prepare the case report for presentation to the District Attorney's Office or other appropriate authority. Present all related documentation and physical evidence. (CALEA 42.2.2.e, h; 42.2.3; 43.1.1.c)

15. Assist the Prosecuting Attorney as needed. (CALEA 42.2.2.h; 43.1.1.c)

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Affects: Sworn Personnel; Community Service Officers/Clerks	
Chapter 9 Section 2 Criminal Investigations	

evidence, and physical evidence. (CALEA 42.1.6, 42.2.2.e, h; 42.2.3; 43.1.1.c)

15. Assist the Prosecuting Attorney as needed. (CALEA 42.2.2.h; 43.1.1.c)

* B. Homicide

offense.

VII. BACKGROUND INVESTIGATIONS

A. Justification

1. A background investigation is used as an investigative tool for law enforcement purposes. Information gathered is used for determining a person's involvement in a criminal offense.

2. The circumstances of an alleged criminal offense may necessitate a background investigation of a complainant or victim. The background investigation may be necessary to validate a person's information.

offense.

*M. Exculpatory Evidence is evidence tending to excuse, justify, or absolve the alleged fault or guilt of a defendant. Any exculpatory evidence developed during a criminal investigation shall be presented to the District Attorney's Office or other appropriate agency as per this General Order Chapter and section, V.A. 14. If exculpatory evidence is developed at any point after the criminal case has been turned over to the District Attorney's Office or other appropriate authority, for which a defendant is subject to, or is experiencing, a significant and on-going deprivation of liberty, the section Sergeant should be made aware as soon as practical. The section Sergeant shall contact the case investigator and pass along the information in a timely manner. In turn, the case investigator, or in their absence, the section Sergeant, shall prepare and deliver a presentation concerning the previously unknown or unrecognized exculpatory evidence to the District Attorney's Office or other appropriate authority as soon as practical. (CALEA 42.1.6)

Effective Date	August 1993
Revision Date	
Review Date	07/2012
Previous Revision Date	12/2008
Affects: Sworn Personnel; Community Service Officers/Clerks	
Chapter 9 Section 2 **Criminal Investigations**	

B. Use of information

Information developed in a background investigation shall be used only to substantiate or disprove the alleged involvement of a person in a criminal case.

C. Sources of Information

1. Criminal History

2. Police Department Records

Effective Date	August 1993
Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	10/2018
Affects: Sworn Personnel; Community Service Officers/Clerks	
Chapter 9 Section 2 **Criminal Investigations**	

*N. If a post-conviction claim is made alleging exculpatory evidence was omitted by the Midland Police Department from presentation to the District Attorney's Office or other appropriate authority, the complaint shall be handled according to the directives established in Midland Police Department General Orders Chapter 6 Section 1 Internal Investigations. Post-Conviction investigations where claims of omitted exculpatory evidence are the result of the initial investigation by the Midland Police Department should not be conducted by investigative personnel involved in the initial investigation. (CALEA 42.1.6)

VII. BACKGROUND INVESTIGATIONS

of Police.

B. The Bureaus are:

1. Administrative Services Bureau
2. Field Operations Bureau
3. Investigative Services Bureau
4. Support Services Bureau

III. PRIMARY BUREAU RESPONSIBILITIES (CALEA 11.1.1, 11.1.2, 15.1.2)

A. Administrative Services Bureau

The Administrative Services Bureau is responsible for Administrative functions and fiscal affairs. This Bureau contains the Professional-Administrative Services Division. This Bureau is commanded by the Chief of Police.

Administrative Services Division

* This Division consists of the following: Internal Affairs; Personnel and Recruiting; the Cadet Program; Data Information Specialist; and Compliance Manager. This Division is commanded by a Lieutenant who reports directly to the Chief of Police. Internal Affairs and Personnel and Recruiting are staffed by a Sergeant, who report to the Lieutenant. Also reporting to the Lieutenant is the Information Data Specialist and Compliance Manager.

of Police.

B. The Bureaus are:

1. Administrative Services Bureau
2. Field Operations Bureau
3. Investigative Services Bureau
4. Support Services Bureau

III. PRIMARY BUREAU RESPONSIBILITIES (CALEA 11.1.1, 11.1.2, 15.1.2)

A. Administrative Services Bureau

The Administrative Services Bureau is responsible for administrative functions and fiscal affairs. This Bureau contains the Professional Standards Division. This Bureau is commanded by the Chief of Police.

Administrative Services Division

* This Division consists of the following: Internal Affairs; Personnel and Recruiting; the Cadet Program; Crime Prevention/Community Relations; Mobile Substation; Auxiliary Programs; the Chaplain Program; Data Information Unit; and Compliance Manager. This Division is commanded by a Lieutenant who reports directly to the Chief of Police. Internal Affairs, Personnel and Recruiting, and Crime Prevention/Community Relations are staffed by a Sergeant, who reports to the Lieutenant. Also reporting to the Lieutenant is the Information Data Unit and the Compliance Manager.

Effective Date	August 1993
Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	02/2015
Affects: All Personnel	
Chapter 1 Section 7 **Department Organization**	

B. Field Operations Bureau

The Field Operations Bureau is responsible for the preliminary investigation of calls for service, traffic law enforcement, canine and directed patrol activities. This bureau is commanded by five Lieutenants. The Lieutenants report to the Deputy Chief of the Field Operations Bureau who in turn reports to the Chief of Police.

1. Patrol Division

This Division is responsible for the preliminary investigation of calls for service, traffic law enforcement, accident investigations and general patrol duties for the geographic area, 24 hours a day. The geographic areas are determined by periodic workload studies.

2. Traffic Operations Division

This Division is divided into the following areas: Traffic Unit; Departmental Fleet Program; Commercial Vehicle Enforcement; and Emergency Operation Center. The Lieutenant of this Division is responsible for the above-listed units and their deployment.

3. Special Operations Division

This Division is made up of the Directed Patrol/Gang Suppression Team, which provides street-level response to identifiable COMPSTAT problems in addition to identifying, monitoring, and providing street-level suppression on gangs; and the Canine Unit.

Effective Date	August 1993
Revision Date	05/2023
Review Date	05/2023
Previous Revision Date	03/2023
Affects: All Personnel	
Chapter 1 Section 7 **Department Organization**	

B. Field Operations Bureau

The Field Operations Bureau is responsible for the preliminary investigation of calls for service, traffic law enforcement and canine activities. This bureau is commanded by five Lieutenants. The Lieutenants report to the Deputy Chief of the Field Operations Bureau who in turn reports to the Chief of Police.

1. Patrol Division

This Division is responsible for the preliminary investigation of calls for service, traffic law enforcement, accident investigations and general patrol duties for the geographic area, 24 hours a day. The geographic areas are determined by periodic workload studies.

2. Traffic Operations Division

This Division is divided into the following areas: Traffic Unit; Commercial Vehicle Enforcement; and Emergency Operation Center. The Lieutenant of this Division is responsible for the above-listed units and their deployment.

3. Special Operations Division

This Division is made up of the Canine Unit.

C. Investigative Services Bureau

This Division is made up of the Directed Patrol/Gang Suppression Team, which provides street-level response to identifiable COMPSTAT problems in addition to identifying, monitoring, and providing street-level suppression on gangs; and the Canine Unit.

C. Investigative Services Bureau

The Investigative Services Bureau is responsible for follow-up investigations in criminal cases, excluding traffic related cases. This Bureau is made up of two Divisions each commanded by a Lieutenant who report to the Deputy Chief of the Investigative Services Bureau. The Deputy Chief of the Bureau reports to the Chief of Police.

1. Investigations

This Division is responsible for the investigation of Crimes against Persons; White-Collar Investigations; Auto Theft Investigations; Juvenile Crimes Investigations; Victims of Crime Liaison; Crime Prevention/Community

C. Investigative Services Bureau

The Investigative Services Bureau is responsible for follow-up investigations in criminal cases, excluding traffic related cases. This Bureau is made up of two Divisions each commanded by a Lieutenant who report to the Deputy Chief of the Investigative Services Bureau. The Deputy Chief of the Bureau reports to the Chief of Police.

1. Investigations

This Division is responsible for the investigation of Crimes against Persons; Crimes against Property; White-Collar Investigations; Auto Theft Investigations; Computer Forensic Analysis; Sex Offender Compliance; Juvenile Crimes Investigations; Victims of Crime Liaison; Court Liaison and the Crime Scene Investigation Unit. The division is divided into six units, four are supervised by sergeants. The Crime Scene Unit and Court Liaison Unit

Page 2 of 5

Effective Date	August 1993
Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	02/2015
Affects: All Personnel	
Chapter 1 Section 7 **Department Organization**	

Relations Section; Mobile Substation; Auxiliary Programs; the Chaplain Program; and the Crime Scene Investigation Unit. The division is divided into four units, three are supervised by sergeants and the Crime Scene Unit is supervised by a civilian.

Effective Date	August 1993
Revision Date	05/2023
Review Date	05/2023
Previous Revision Date	03/2023
Affects: All Personnel	
Chapter 1 Section 7 **Department Organization**	

are supervised by a civilian. The Crimes against Property unit also provides initial training for new investigators.

2. Special Investigations

Relations Section; Mobile Substation; Auxiliary Programs; the Chaplain Program; and the Crime Scene Investigation Unit. The division is divided into four units, three are supervised by sergeants and the Crime Scene Unit is supervised by a civilian.

2. Special Investigations

This Division is responsible for Narcotics/Vice Investigations; HIDTA; the DEA Task Force Officer; Crimes against Property: Sex Offender Awareness Facts and Enforcement (SAFE); and Crime Analysis. The Narcotics/Vice Investigations Sergeant, Property Investigation Sergeants; HIDTA Sergeant; and Crime Analysis Supervisor report to the Special Investigations Lieutenant. The Crimes against Property also provides initial training for new investigators.

Chapter 1 Section 7
Department Organization

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2. Special Investigations

This Division is responsible for Narcotics/Vice Investigations; HIDTA; the DEA Task Force Officer; Directed Patrol/Gang Suppression Team and Crime Analysis. The Narcotics/Vice Investigations Sergeant, HIDTA Sergeant; Directed Patrol/Gang Suppression Team Sergeant and Crime Analysis Supervisor report to the Special Investigations Lieutenant.

*D. Support Services Bureau

The Support Services Bureau is responsible for the Airport; Training; Public Safety Communications Center (PSCC); Police Purchasing/Supply; the Telephone Response

Program, and the Crime Scene Investigation Unit. The division is divided into four units, three are supervised by sergeants and the Crime Scene Unit is supervised by a civilian.

2. Special Investigations

This Division is responsible for Narcotics/Vice Investigations; HIDTA; the DEA Task Force Officer; Crimes against Property: Sex Offender Awareness Facts and Enforcement (SAFE); and Crime Analysis. The Narcotics/Vice Investigations Sergeant, Property Investigation Sergeants; HIDTA Sergeant; and Crime Analysis Supervisor report to the Special Investigations Lieutenant. The Crimes against Property also provides initial training for new investigators.

*D. Support Services Bureau

The Support Services Bureau is responsible for the Airport; Training; Police Purchasing/Supply; the Telephone Response Unit; Records/Data Management and Evidence Management, and Fleet/Technology. The Training Division and Airport Division are commanded by Lieutenants and the Support Services Division is commanded by the Support Services Manager. Division Commanders report to the Deputy Chief of the Support Service Bureau.

*1. Support Services Division

This Division is responsible for Purchasing/Supply; Telephone Response Unit (TRU); Records/Data Management, Evidence Management, and Fleet/Technology.

2. Training Division

This Division has the primary responsibility of assuring that all personnel receive adequate training in their job area. Functions within this Division include Field Training/Probationary Police Officer Programs, Firearms training, Physical Fitness training, In-service training, Career Development Programs.

3. Airport Division

This Division is responsible for the preliminary investigation of calls for service, traffic law enforcement, accident investigation, general patrol duties

initial training for new investigators.

2. Special Investigations

This Division is responsible for Narcotics/Vice Investigations; HIDTA; the DEA Task Force Officer; Directed Patrol/Gang Suppression Team and Crime Analysis. The Narcotics/Vice Investigations Sergeant, HIDTA Sergeant; Directed Patrol/Gang Suppression Team Sergeant and Crime Analysis Supervisor report to the Special Investigations Lieutenant.

*D. Support Services Bureau

The Support Services Bureau is responsible for the Airport; Training; Public Safety Communications Center (PSCC); Police Purchasing/Supply; the Telephone Response Unit; Records/Data Management and Evidence Management, and Fleet/Technology. The Training Division and Airport Division are commanded by Lieutenants. The Support Services Division is commanded by the Support Services Manager and the Public Safety Communications Center (PSCC) is commanded by the Communications Manager. Division Commanders report to the Deputy Chief of the Support Service Bureau.

*1. Support Services Division

This Division is responsible for Purchasing/Supply; Telephone Response Unit (TRU); Records/Data Management, Evidence Management, and Fleet/Technology.

2. Training Division

This Division has the primary responsibility of assuring that all personnel receive adequate training in their job area. Functions within this Division include, The Midland Law Enforcement Academy, Field Training/Probationary Police Officer Programs, Firearms training, Physical Fitness training, In-service training, Career Development Programs.

3. Airport Division

This Division is responsible for the preliminary investigation of calls for service, traffic law enforcement, accident investigation, general patrol duties and other duties as may be required by the geographical location of the Midland International Airport and Airpark Municipal Airport.

Effective Date	August 1993
Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	02/2015
Affects: All Personnel	
Chapter 1 Section 7 **Department Organization**	

and other duties as may be required by the geographical location of the Midland International Airport and Airpark Municipal Airport.

IV. ORGANIZATIONAL CHARTS (CALEA 11.1.1, 11.1.2)

A. The organizational structure of the Department is depicted in organizational charts, which reflect the chain of command and lines of authority within the Department and within each Bureau.

B. The organizational charts of the Department are found on the Midland Police Department's website. Organizational charts are reviewed and updated annually, and made available to the public.

Effective Date	August 1993
Revision Date	05/2023
Review Date	05/2023
Previous Revision Date	03/2023
Affects: All Personnel	
Chapter 1 Section 7 **Department Organization**	

4. Public Safety Communications Center (PSCC)

This Division is responsible for the immediate informational needs of the Department during normal daily activities and during emergency situations. Communications personnel convey information from the public to the officer who responds to calls for service, to other law enforcement personnel, and to service agencies.

IV. ORGANIZATIONAL CHARTS (CALEA 11.1.1, 11.1.2)

A. The organizational structure of the Department is depicted in organizational charts, which reflect the chain of command and lines of authority within the Department and within each Bureau.

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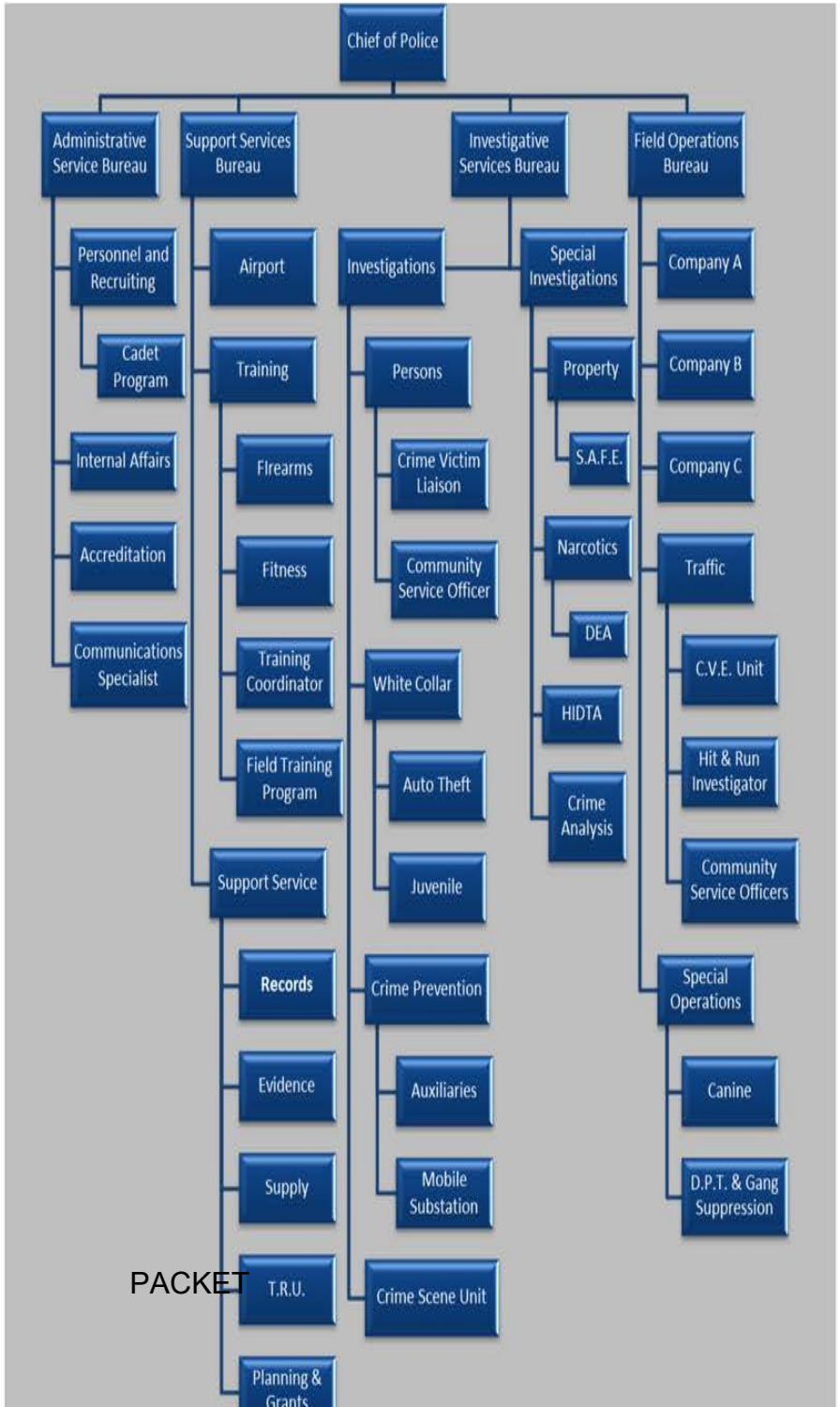
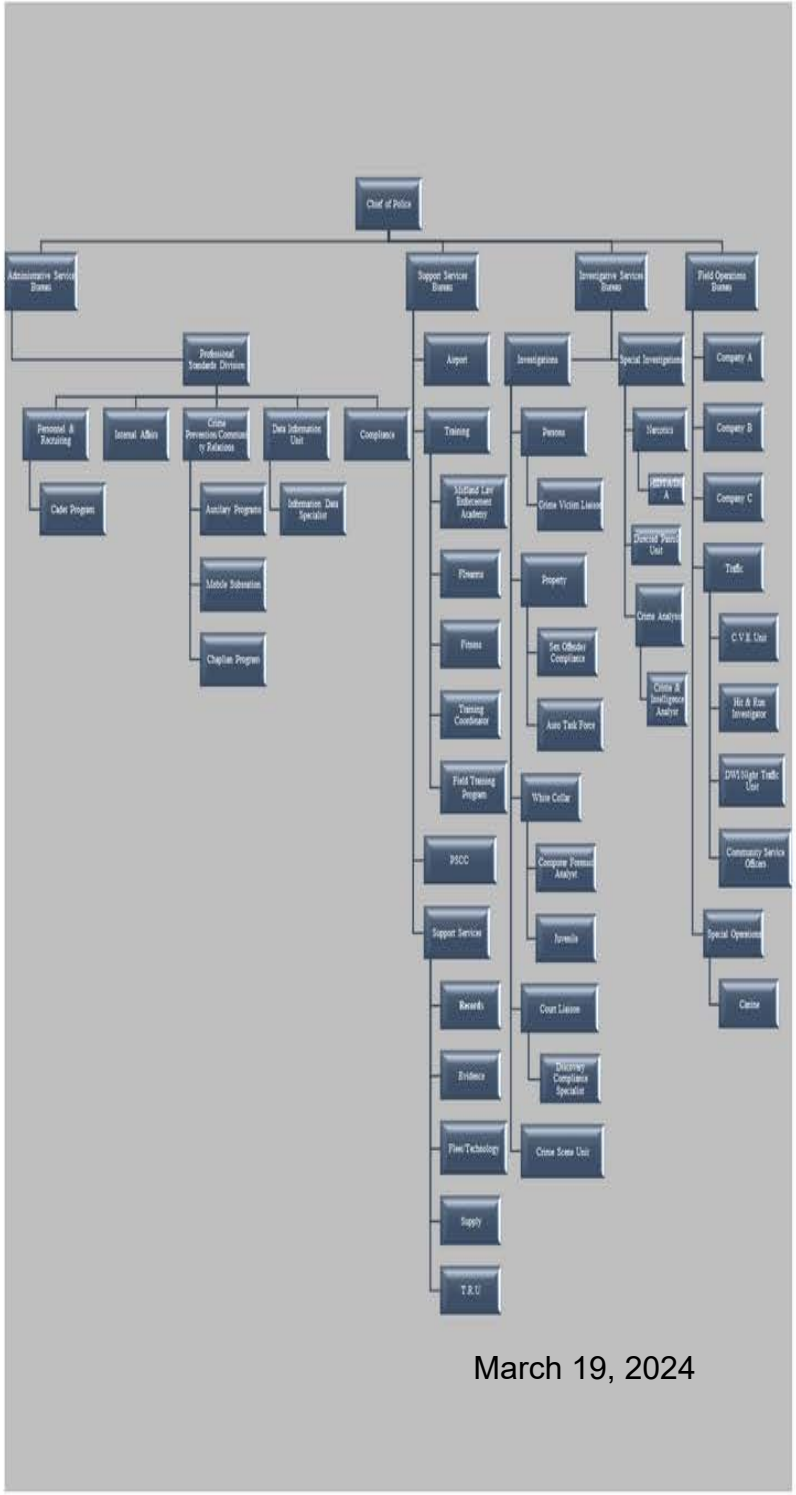

Chief of Police
Administrative Service Bureau
Support Services Bureau
Investigative Services Bureau
Field Operations Bureau
Personnel and Recruiting
Cadet Program
Internal Affairs
Accreditation
Communications Specialist
Airport
Training
Firearms
Fitness
Training Coordinator
Field Training Program
Support Service
Records
Evidence
Supply
T.R.U.
Planning & Grants
Investigations
Persons
Crime Victim Liaison
Community Service Officer
White Collar
Auto Theft
Juvenile
Crime Prevention
Auxiliaries
Mobile Substation
Crime Scene Unit
Special Investigations
Property
S.A.F.E.
Narcotics
DEA
HIDTA
Crime Analysis
Company A
Company B
Company C
Traffic
C.V.E. Unit
Hit & Run Investigator
Community Service Officers
Special Operations
Canine
D.P.T. & Gang Suppression



Effective Date	August 1993
Revision Date	05/2019
Review Date	04/2019
Previous Revision Date	07/2012
Affects: Sworn Personnel, Traffic CSOs and Communications	

Chapter 8 Section 6
Motor Vehicle Accident Investigation

I. STATEMENT OF PURPOSE

It is the intended purpose of the Department to insure the compliance with regulations set forth by the Texas Department of Public Safety when persons are involved in a traffic crash. The directives in this order are intended to provide guidance in achieving these objectives.

II. AUTHORITY TO INVESTIGATE

Texas Motor Vehicle Laws govern the authority of the Department to investigate crashes. This applies most directly to crashes involving damage in excess of $1000 to any one person's property, death or injury of any person.

III. RESPONSE AND INVESTIGATION

A. Officer(s) shall respond to the scene of all traffic crashes that are reported within a reasonable amount of time of their occurrence.

B. Death or Injury Crashes (CALEA 61.2.1.a, 61.2.2.a)

1. At least two officers and a supervisor shall respond to crashes involving death or injury.

Effective Date	August 1993
Revision Date	04/2023
Review Date	04/2023
Previous Revision Date	05/2019
Affects: Sworn Personnel, Traffic CSOs and Communications	

Chapter 8 Section 6
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II. AUTHORITY TO INVESTIGATE

Texas Motor Vehicle Laws govern the authority of the Department to investigate crashes. This applies most directly to crashes involving damage in excess of $1000 to any one person's property, death or injury of any person.

A. Definitions:

1. ***Crash***: An identified event that produces injury, death, or damages.

2. ***Crash Investigation***: The methodical collection of evidence and facts, and the analysis and interpretation of the evidence. The fundamental purpose of the crash investigation is to identify the cause(s), why the crash happened, and to recommend correction actions to prevent or minimize the chance of reoccurrence.

II. AUTHORITY TO INVESTIGATE

Texas Motor Vehicle Laws govern the authority of the Department to investigate crashes. This applies most directly to crashes involving damage in excess of $1000 to any one person's property, death or injury of any person.

III. RESPONSE AND INVESTIGATION

A. Officer(s) shall respond to the scene of all traffic crashes that are reported within a reasonable amount of time of their occurrence.

B. Death or Injury Crashes (CALEA 61.2.1.a, 61.2.2.a)

1. At least two officers and a supervisor shall respond to crashes involving death or injury.

2. All crashes resulting in death or life-threatening injuries shall be investigated and reported by the Reconstruction Team. When a crash of this nature is reported, the Traffic Lieutenant and the Traffic Sergeant shall be notified immediately. They determine the number of Traffic Officers needed. (CALEA 83.1.1)

3. Crashes that involve injuries that are not life threatening shall be investigated and reported by an on-duty officer designated by the dispatcher or an on-duty supervisor.

C. Property Damage Crashes (CALEA 61.2.1.b, 61.2.2.d)

1. At least one officer shall respond to a crash that involves property damage.

2. The officer assigned to report and investigate the crash is determined by the dispatcher or appropriate on-duty supervisor.

3. All crashes with $1000 to any one person's property shall be investigated and reported.

II. AUTHORITY TO INVESTIGATE

Texas Motor Vehicle Laws govern the authority of the Department to investigate crashes. This applies most directly to crashes involving damage in excess of $1000 to any one person's property, death or injury of any person.

A. Definitions:

1. ***Crash***: An identified event that produces injury, death, or damages.

2. ***Crash Investigation***: The methodical collection of evidence and facts, and the analysis and interpretation of the evidence. The fundamental purpose of the crash investigation is to identify the cause(s), why the crash happened, and to recommend correction actions to prevent or minimize the chance of reoccurrence.

III. RESPONSE AND INVESTIGATION

A. On Scene Response Criteria-Officer(s) shall respond to the scene of all traffic crashes that involve any of the following:

1. Death or injury
2. Hit and run
3. Impairment of an operator due to alcohol or drugs
4. Damage to public vehicles or property
5. Hazardous materials
6. Disturbance between principals
7. Major traffic congestion as a result of the crash; or
8. Damage to vehicles to the extent that towing is required.

B. No Response- If none of the on-scene response criteria exist, the Midland Police Department will not respond to the crash scene. Persons involved in these crashes are to be told that they may obtain the form for reporting the crash to the Texas Department of Transportation.

property crashes.

2. Private property crashes are reported, however, they are not normally investigated. (CALEA 83.2.6)

3. Private property crashes are investigated and a crash form (CR-3) completed if:

   a. Any driver or passenger has suffered an injury code of "B" or greater, or

   b. Any driver is under the influence of drugs or alcoholic beverages.

Blue Form) and advised of proper actions to take.

E. Hit and Run Crashes (CALEA 61.2.1.c, 61.2.2.b)

1. Criteria- The Midland Police Department files investigative reports of Hit and Run traffic crashes and conducts follow-up investigations only when the crash is reported within 24 hours of its discovery and at least one of the following criteria is met:

   A. There is reported injury or death
   B. There is damage to property of the City of Midland
   C. The crash occurred in conjunction with a police pursuit
   D. There is damage to the extent that towing is required at the crash scene.

Effective Date	August 1993
Revision Date	05/2019
Review Date	04/2019
Previous Revision Date	07/2012
Affects: Sworn Personnel, Traffic CSOs and Communications	
Chapter 8 Section 6 **Motor Vehicle Accident Investigation**	

F. Impairment Due to Alcohol and Drugs (CALEA 61.2.1.d, 61.2.2.c)

1. At least two officers shall respond to crashes involving drivers impaired by alcohol or drugs.

2. Crashes involving an impaired driver shall be investigated and reported.

3. The dispatcher or on-duty supervisor designates an officer to report and investigate the crash.

4. A copy of the crash report is submitted along with associated DWI reports. (CALEA 83.2.6)

G. Hazardous Materials (CALEA 61.2.1.e, 61.2.2.e, 83.2.6)

Effective Date	August 1993
Revision Date	04/2023
Review Date	04/2023
Previous Revision Date	05/2019
Affects: Sworn Personnel, Traffic CSOs and Communications	
Chapter 8 Section 6 **Motor Vehicle Accident Investigation**	

E. There is viable suspect follow-up information

2. At least one officer shall respond to a hit and run crash.

3. Hit and run crashes occurring on other than private property are reported on form CR-3 and investigated. (CALEA 83.2.6)

4. Hit and run crashes on private property are reported on a Private Property Vehicle crash Information Sheet (A047). (CALEA 83.2.6)

5. The officer assigned to investigate and/or report the crash is determined by the dispatcher or on-duty supervisor.

6. Persons having information leading to the identity of the hit and run driver or

y crash leave the scene and the officer is
given a Driver's Confidential crash Report
h. (CALEA 83.2.6)

tion Sheet (A047) shall be used on private
reporting. (CALEA 61.2.1.f, 83.2.6)

e of less than $1000, where neither party
not require a report. If all parties are in
y information. (CALEA 83.2.6)

d on minor crashes occurring on limited
fatality crashes shall be reported on the

ent to driver, pedestrian, vehicle, location,
ll such information is collected and placed
le available for the State of Texas, Traffic
records. These reports are open records,
and paying the required fee.

C. The officer assigned to investigate the crash is determined by the dispatcher or appropriate on-duty supervisor.

D. On fatality crashes, the Reconstruction Team officer obtains all necessary information. The officer requests necessary photographs, collects and tags evidence, takes appropriate measurements and follows-up as needed with the hospital, funeral home and autopsy reports. (CALEA 61.2.3.d)

V. CRASH REPORTS AND RECORDS

A. Crash reports are completed in the following:

1. Death and injury crashes. (CALEA 61.2.1.a, 61.2.2.a)

2. Hit and run crashes that meet the following criteria. (CALEA 61.2.1.b, 61.2.2.b)

a. There is reported injury or death.
b. There is damage to property of the City of Midland
c. The crash occurred in conjunction with a police pursuit
d. There is damage to the extent that towing is required at the crash scene.
e. There is viable suspect follow-up information.

All necessary reports and documentation are prepared to support any charges arising from an accident.

VIII. CRASH INVESTIGATION EQUIPMENT (CALEA 83.2.6)

All traffic section vehicles and reconstruction team vehicles are equipped with:

1. Marking crayon and paint
2. Traffic template
3. Evidence collection bags
4. Traffic cones
5. Crash and supplemental report forms

prior to trial or testifying at any trial as needed

h. Notifying the deceased next of kin as deemed appropriate by the situation

i. Providing the Public Information Officer with essential information for a press release at the appropriate time

D. Preparing Reports

All necessary reports and documentation are prepared to support any charges arising from an accident.

VIII. CRASH INVESTIGATION EQUIPMENT (CALEA 83.2.6)

All traffic section vehicles and reconstruction team vehicles are equipped with:

1. Paint
2. Traffic cones
3. Crash and supplemental report forms

Effective Date	April 2003
Revision Date	01/2020
Review Date	12/2020
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

TABLE OF CONTENTS

I	STATEMENT OF PURPOSE
II	THE SELECTION PROCESS FOR FIELD TRAINING OFFICERS
III	STANDARDIZED TRAINING
IV	REMOVAL AND REINSTATEMENT
V	DUTIES AND RESPONSIBILITIES
VI	STANDARDIZED FIELD TRAINING PHASES
VII	ACCELERATED FIELD TRAINING PROGRAM
VIII	EVALUATING THE PPO
IX	EVALUATION OF THE RECRUIT WITH PRIOR EXPERIENCE
X	EVALUATION PROCESS
XI	STANDARDIZED EVALUATION GUIDELINES
XII.	DOCUMENTATION
XIII.	REMEDIAL TRAINING
XIV.	TRAINING TASK CHECKLIST
XV.	COMPLETION OR TERMINATION

Effective Date	April 2003
Revision Date	01/2020
Review Date	12/2020
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

I. STATEMENT OF PURPOSE

Objectives of the Field Training Officer Program are:

A. To provide the Probationary Police Officer with the most qualified field trainer.

B. To provide feedback to the Police Academy to measure the effectiveness of the basic police academy program.

C. To prepare the Probationary Police Officer for readiness in field situations.

D. To serve these objectives the individual Field Training Officer must serve as a positive role model for the Probationary Police Officer.

II. THE SELECTION PROCESS FOR FIELD TRAINING OFFICERS

The Selection Process of Field Training Officers is perhaps the most important part of the Field Training Program. With careful consideration in this aspect, it will be possible to accomplish the program objective, to produce a police officer who can work in a safe, skillful and professional manner.

A. Minimum Requirements

1. Twenty-four (24) months as a commissioned Police Officer with the Midland Police Department.

2. Twelve (12) months as a commissioned Police Officer with the Midland Police Department and four (4) years of prior experience as a commissioned Police Officer.

3. Must have no disciplinary action which resulted in punishment within the last six months.

B. Those officers who meet the minimum requirements and are interested in applying must submit a resume that includes the following information:

1. Name, PIN, Date of Employment, prior experience, education, certificates, any other information that might be pertinent to the position applied for.

2. Neatness, completeness, form and correct grammar will be considered in the selection process.

C. The resume should be forwarded through the chain of command to the FOB Bureau Chief with a recommendation from the applicant's Squad Sergeant and Lieutenant. If the applicant has worked for that Sergeant for less than one year, he/she must get a recommendation from his/her previous supervising Sergeant and Lieutenant.

D. The actual selection of Field Training Officers will be done through the process of an assessment board. Each officer will face questions, problems and possible scenarios administered by the assessment board and will also be graded accordingly by the assessment board. The assessment board will be made up of five members; at least one FTS (more than one would be allowed but the board will be chaired by a FTS) and the remaining members of the board will be current FTO's.

E. The Field Training Coordinator will administer this process and insure its compliance with the Administrative Review Section of General Orders. (Ch. 4, Sec. 10, VIII)

F. Newly selected FTO's will attend a 24-hour basic field training school.

III. STANDARDIZED TRAINING

The Field Training Officer Training Program includes a curriculum based on job task analysis of the most frequent assignments of officers who complete recruit training and the use of evaluation techniques designed to measure competency in required skills, knowledge, and abilities. (CALEA 33.4.2 a,b)

In order to maintain a certain level of uniformity, a concentrated effort must be made to standardize certain aspects of training that are categorized as skill performances. This enables an FTO to take a PPO at six or ten weeks and assume that a certain amount of training has already taken place before.

One PPO who has driven for six weeks cannot be fairly evaluated against another PPO who has only driven for one week. Each successive FTO must be confident in the training that has preceded his.

Without standardized training, the FTO is evaluating his PPO not only on the PPO's failings, but on the training deficiencies of previous FTO's as well. Exposure must take place before evaluation, and that exposure must be in uniform if the evaluation is to be valid.

IV. REMOVAL AND REINSTATEMENT

A. An FTO or FTS will be removed or suspended from the Field Training and Evaluation program in the following ways:

1. Removal due to disciplinary actions (written reprimand and above, as a result of violations regarding their ability to supervise and train probationary police officers. These violations will be determined by the Chief of Police).

2. Documented poor performance as an FTO or FTS. Documentation will be done by the FTC in the form of a memorandum submitted to the FTL and FTO's chain of command for consideration.

3. By request of the FTO or FTS

B. A suspended FTO or FTS can be reinstated into the program by:

1. A lapse of 6 months from the date of discipline with no other disciplinary pending, and

2. A formal written request sent to the FTC from the Officer, and

3. A consensus for reinstatement between the FTC, FTL, and Deputy Chief of FOB.

V. DUTIES AND RESPONSIBILITIES

A. Duties and Responsibilities of the Probationary Police Officer

1. The P.P.O. is expected to enter the Field Training Program with certain knowledge and skills that are required by the Training Academy for graduation. The officer should understand that the broad background of knowledge needed by the effective beat officer cannot be gained entirely on the job or in the academy. Further, in addition to the instruction that the P.P.O. will receive from the field training officer, he/she will be required

to do home studying. The P.P.O. checklist and reading list, which will be supplied by the F.T.O. as needed, will be the guide to home study.

2. Throughout the twenty-week program, or if eligible for the accelerated program, each P.P.O. will be involved in a student/teacher relationship with the training officer. The P.P.O. is not a partner in a two-man unit.

3. This program is intended to give the new officer instruction, direction, supervision, guidance and experience so that he/she may develop judgment, efficiency and good habits of conduct and appearance.

4. This program serves as an evaluation of both the officer and the curricula of the Training Academy. It also serves to help determine if the P.P.O. has all the requisites and/or experience to become a permanent member of the Department. The standard program is divided into five phases. Each phase is approximately 6 weeks, excluding Orientation phase and Ghost phase. After completion of three weeks of each phase the P.P.O. will be assigned to a new FTO for the next three weeks of that phase. The P.P.O. will have a FTO for one week then change to another FTO in phase 5 or “Ghost” phase for the second and final week. For the accelerated program, there are still five phases, but each phase will be completed after in phase requirements are met to standard. If phase requirements are not met each phase will last the normal six weeks.

5. The Field Training Online (F.T.O.) system was established to show those items that must be mastered before an officer trainee is considered qualified to enter the field as a one-officer unit. The F.T.O. system will be maintained at all times by the FTC and on the F.T.O. website secured by a personal password. The Daily Observation Report (DOR) will be inspected and filled in by the FTO as training occurs on F.T.O. program. Anyone in the Field Training Program chain of command may inspect the PPO's DOR at any time. It is the responsibility of the PPO to read and understand his/her daily observation reports (DOR), and acknowledge that on F.T.O.
All documentation shall be done at the end of each workday.

6. Each P.P.O. should feel free to talk to any FTO, FTS or the Field Training Coordinator at any time that he/she feels the need for advice or needs to discuss a personal or professional problem.

7. At the end of each phase the P.P.O. shall critique their training officers. It is the belief of this Department that a training officer who is truly interested

in doing their best will welcome this feedback. With this in mind, the PPO is encouraged to honestly appraise and evaluate the training officer. Training officers will not receive these evaluations until the end of the FTO Program. The feedback to the training officer will be verbal, and the identity of the evaluator will not be revealed. The phase evaluation form and the evaluation of the training officer will be sent directly to the Field Training Coordinator.

8. It is the duty of each PPO to participate in a physical fitness assessment in order to graduate the FTO Program. PPO's shall pass at least 1 of the 3 physical fitness assessments authorized by the Physical Fitness Assessments SOP.

B. Duties and Responsibilities of the Field Training Officer (FTO)

1. The Field Training Officer is the essential means by which the goal of the program is achieved, specifically, the production of a police officer able to work a solo assignment in a safe, skillful, productive and professional manner.

2. The FTO has two primary roles to fulfill: that of a police officer assuming full beat responsibility and that of a trainer of Probationary Police Officers.

3. FTO beat responsibilities are clearly defined in other departmental publications including the police manual, departmental general and special orders and the written guidelines of the Bureau of Field Operations.

4. In his role as a trainer, the FTO provides on-going instruction in the traditional sense, utilizing innovative and practical techniques.

5. The FTO must have the requisite skills necessary to become a reliable evaluator of a PPO's performance. He is required to write daily evaluations of this performance and submit additional documentation as required.

6. Written training documentation begins the first week of Phase Two.

7. The FTO will receive a monthly stipend.

C. Duties and Responsibilities of the Field Training Sergeant (FTS)

1. The Field Training Sergeant has the dual responsibility of patrol supervision and the training and evaluation of probationary personnel.

2. His role as a Patrol Supervisor is the same as other Sergeants assigned to the Bureau of Patrol Operations. His duties include scheduling, distributing and supervising personnel; awareness of sector police problems and the development of possible solutions; and the accomplishment of the overall police mission in his area.

3. As PPO's are assigned to the Field Training Program, the duties of the FTS become more complex. In addition to his other responsibilities, the supervisor must ensure that the training and evaluation processes are accomplished. Various sources of information should be utilized to achieve these goals. Daily observation reports, oral communications with the FTO and with the program commander, tests, and personal observations of PPO performance are all used to summarize the PPO's weekly progress.

4. The FTS is also responsible for the weekly review of the PPO's training guide to determine if it is up to date and properly filled out. If it is not current, the FTS should ascertain why, giving special attention to the possible need for remedial training.

5. Reports written by the PPO also serve to identify deficiencies, especially ones of spelling, grammar, neatness, and attention to detail and the general organization of thought.

6. The FTS and the FTO must accept the importance of documentation of the PPO's training. Documentation addresses both deficient and acceptable performance and provides a ready reference in the event of a need for response to questions concerning the program and/or the PPO's performance in the program.

7. Whenever possible, the FTS should attend the various training sessions. This will provide him with additional first-hand information concerning PPO performance and will allow him the opportunity to evaluate the instructional techniques of the FTO. This latter evaluation must occur to ensure that the topic areas are covered properly and that they follow the current departmental guidelines.

8. The FTS must monitor the overall training and evaluation of PPO's to ensure that personality conflicts between the FTO and PPO do not arise and that the FTO maintains objectivity throughout his contact with the PPO. If a personality conflict or a loss of objectivity is observed, the FTS shall immediately counsel the FTO. If necessary, the FTC should make appropriate changes in assignment, rotating the PPO to another FTO. The decision to rotate the PPO to another FTO must be fully documented and both parties informed of the reasons for the decision in order to minimize misunderstanding and possible ill feelings.

9. The need for discipline within the FTO Program is more acute than perhaps anywhere else in the police department. The FTO selection process itself has led to the employment of personnel who seldom pose disciplinary problems but, if problems of this nature arise, action must be swift and sure. The failure to effectively discipline personnel leads to interference

with the primary goals of the program and the expenditure of time and effort that would be better utilized elsewhere.

10. A week prior to the end of the field training period, the FTO and FTS will review each Probationary Police Officers evaluations and determine whether or not the officer has successfully completed the field training assignment.

11. The Sergeants training role is an on-going one, extending naturally into those periods when no PPO's are assigned to his supervision. He must also be aware of the possible need for occasional program revision, reorganization, and evaluation.

12. A fully effective FTS will constantly strive to improve the overall operation of the program and will work with all other program participants towards the goal of organizational excellence.

13. The FTS will receive a monthly stipend.

D. Duties and Responsibilities of the Field Training Coordinator. (FTC)

1. The Field Training Coordinator has the responsibility for coordinating the Field Training and Evaluation Program (FT & EP).

2. The FTC maintains all records relating to the PPO's development. The daily evaluations test scores, bi-weekly evaluation session reports, report exemplars and other memorandum pertaining to the PPO's performance are kept in the PPO Development files.

3. The FTC has the responsibility for seeing to it that the FTS, who now has direct supervision of the PPO, completes weekly reports during the continuation of the probationary period. If the FTS detects problems in the PPO's performance, it is his responsibility to direct the FTC's attention to them. Appropriate action shall be taken to correct any deficiencies noted.

4. The FTC remains responsible for keeping the Field Training Lieutenant informed of the PPO's progress. If it is noted that the PPO is not performing

to standards and remedial efforts do not appear to be working the FTC shall gather all memoranda's and other appropriate documentation for review by Field Training Lieutenant.

5. The FTC works closely with the Field Training Sergeants and the Support Services Bureau Training section on roll call training, in-service training, and remedial training.

6. The FTC is responsible for conducting meetings and for the distribution of essential information verbally or via meetings and publications. A general meeting is held every time a new group of PPO's is assigned to the program. Additionally, the bi-weekly evaluation sessions are usually preceded by an opportunity to conduct unit business. During the period when no PPO's are assigned to the FTO & EP, it is the FTC's responsibility to oversee a review and evaluation of the program and to recommend and implement any organizational changes.

7. This overview of the duties and responsibilities of the FTC has been written as a general summary so that future Sergeants may assume the responsibility for the program with a minimum of difficulty. The actual assumption of the role of FTC should include some training and guidance by the out-going FTC. The FT & EP concept lends itself superbly to the Participative Management approach. It can survive and grow only in a truly participative climate where all are seen as program resources and possessive of valuable input.

8. After successful completion of the field training assignment, the PPO will be given an assignment as determined by the Chief of Field Operations Bureau.

9. When it has been determined that a PPO has not successfully completed the Field Training assignment, the FTC will do one of the following:

   a. Extend the Field Training assignment

   b. Provide remedial training

c. Recommend to the Field Training Lieutenant that the PPO be terminated.

10. Once these questions have been reviewed by the FTO, FTS, FTC, FTL and Field Operations Bureau Commander, and the decision that termination is the only feasible option, the Field Operations Bureau Commander will then cause a meeting to be held at which the following personnel are in attendance:

a. All the FTO's who have trained the PPO.

b. The PPO's current Field Training Sergeant.

c. The Field Training Coordinator.

d. The Field Training Lieutenant

e. The Field Operations Bureau Commander.

11. The purpose of this meeting is to discuss the PPO's performance and to ensure that the PPO has been given every chance to succeed. If at the conclusion of this meeting, general consensus is still to discharge the PPO, termination recommendation will be made to the Chief of Police.

E. Duties and responsibilities of the Field Training Lieutenant (FTL)

1. The Field Training Lieutenant has the Command responsibility for the Field Training and Evaluation Program (FT&EP). The FTL has responsibility for the direct supervision of the FTC and the FTS's.

2. The FTL supervises the maintaining of all records relating to the PPO's development.

3. The FTL remains responsible for keeping the Field Operations Bureau Chief informed of the PPO's progress. If it is noted that a PPO is not performing to standards and remedial efforts do not appear to be working, the FTL

shall gather all memoranda's and appropriate documentation for review by the Field Operations Bureau Chief.

4. The FTL will regularly inspect the FTO program by means of an exit interview process. After a PPO has successfully completed the program, the FTL will schedule a one-on-one meeting with the PPO to discuss the strengths and weaknesses of the program. Each individual FTO and FTS that dealt with the PPO will be evaluated. Training strengths and suggestions for improvement will be listed for each FTO and FTS. The FTL will then publish an overall report of findings for the program, and individual reports to distribute to each of the evaluated FTO's, FTS's, and the FTC.

F. Chain of Command

1. The Field Training Program Lieutenant is the unit commander. All activities directly related to the training program move upward from the PPO level through the FTO, FTS, FTC, to the Lieutenant. The Lieutenant reports directly to the Deputy Chief of the Field Operations Bureau.

2. All non-training activities are responsive to the Field Operations Bureau's normal chain of command:

   a. Chief of Police

   b. Field Operations Bureau (Deputy Chief)

   c. Field Training Lieutenant (FTL)

   d. Field Training Coordinator (FTC)

   e. Field Training Sergeant (FTS)

   f. Field Training Officer (FTO)

   g. Probationary Police Officer (PPO)

VI. Standardized Field Training Phases

The following guidelines should be used by the FTO in order to minimize problems that arise from inconsistent training and to insure maximum uniformity in the training process:

A. Orientation Phase – 3 weeks

1. Orientation phase is the responsibility of FTC and intended to teach agency operations and department specific skills needed prior to instruction from FTO. Training will be documented through lesson plans and rosters, however minimum evaluation is required.

2. Training climate should consist primarily of classroom hours with some limited exposure.

3. Introduction, explanation, and expectations of the FTO program.

4. Introduction of General Orders and Department policies and procedures.

5. Limited exposure to doing, performing and completing certain tasks.

B. Second Phase – 6 weeks

1. Daily training documentation will be completed by FTO.

2. PPO will be assigned to two FTOs for three week rotations.

3. Training and exposure will not be compartmentalized by incident type or skill set. PPO will begin exposure to all incidents an Officer can be expected to encounter.

4. In-phase requirements should be completed by the end of six week training period.

C. Third Phase – 6 weeks

1. Daily training documentation will be completed by FTO.

2. PPO will be assigned to two FTOs for three week rotations.

3. PPOs should begin to take greater initiative and handling greater responsibility in managing incidents.

4. Problems in PPOs performance are likely to begin surfacing during phase three. Remedial training may be indicated, and additional attention can be given to areas of deficiency.

5. In-phase requirements should be completed by the end of six week training period.

D. Fourth Phase – 6 weeks

1. Daily training documentation will be completed by FTO.

2. PPO will be assigned to two FTOs for three week rotations.

3. PPO should be able to handle most incidents encountered by a patrol officer with minimal input or guidance from FTO by the end of the fourth phase.

4. Special attention should be given to PPOs performance in high stress incidents and critical skills; if PPO is still deficient at end of phase remedial training should be considered.

E. Fifth Phase – 2 weeks

1. Daily evaluation of PPO's performance will be completed by FTO.

2. A different evaluator will be used for each week.

3. FTO is purely an evaluator in final phase. FTO will ride with PPO but offer no guidance or direction. FTO will not intervene unless to prevent injury to any person, prevent violations of law, or as an emergency backing officer.

4. Each FTO will, at the end of the evaluation week, document their belief as to whether the PPO is first day solo capable or not. If consensus is not reached between two evaluating FTOs an additional week of evaluation will be assigned to an FTS to determine if PPO is first day solo capable or should be considered for termination.

F. Sector Assignment History

Purpose:

To aid the FTO and the shift FTS in monitoring the sectors ridden by each PPO. The form will be filled out daily by the FTO and kept at the back of the field training checklist. This will enable the FTO to tell at a glance to which sectors the PPO has been exposed and to better evaluate the PPO's geographic comprehension. It also allows the FTS to know which sectors to assign the PPO.

G. Phase Requirements

Purpose:

To aid the Field Training officer and the shift FTS in knowing the amount of exposure the PPO has had to the most common type calls.

1. The Phase Requirements are designed to insure exposure in all areas. It is unfair to expect error-free reports in the later phases when the PPO has had limited exposure to that particular type of call will indicate that the PPO has been exposed to a particular incident but does not elaborate on the amount of exposure.

2. The Phase Requirements will enable the FTO and FTS to compare the amount of the exposure the PPO has had to the common types of calls.

3. FTOs will upload activity at the end of every shift and update the phase requirements on the FTO Online Program from their shift activity.

4. This form is not intended to keep track of every move made by the PPO but only to keep up with the most common types of calls the PPO is exposed to from phase to phase.

5. Phase Requirements are solely a guide; increased focus beyond the minimum may be needed and areas may be addressed by alternative training methods (i.e. classroom, scenario, etc.)

VII. ACCELERATED FIELD TRAINING PROGRAM

This Standard Operating Procedure establishes guidelines for training new officers who enter the FTO program with prior experience. The guidelines allow the Department to take advantage of the experience level of officers who are already licensed by establishing a performance-based program allowing a PPO to demonstrate their capabilities and advance through the training phases at a faster rate.

A. Eligibility

1. Must possess a current Texas Peace Officers license as issued by TCLEOSE.

2. The majority of prior experience must have been as a patrol officer or similar function.

B. Assignment

1. The Field Training Coordinator (FTC) will review the experience level of each PPO prior to or during the Orientation Phase.

2. The FTC will determine if a PPO is a likely candidate for the Accelerated FTO Program based on eligibility and experience.

3. The FTC will submit the names of the candidates for the Accelerated Program along with a statement of eligibility to the Field Training Lieutenant for final approval.

C. Procedure

1. Each PPO assigned to the Accelerated Program must attend the following at a minimum:

   a. The full orientation period.

   b. A minimum of two weeks of each regular phase.

   c. The entire Evaluation Phase

D. Progression Through Phases and Completion

1. Each PPO in the Accelerated Program will train with at least two different FTO's in each phase.

2. Before a PPO in the Accelerated Program can progress to the next phase the following conditions must be met:

   a. No failing scores in any category

   b. No demonstrated weaknesses requiring in-phase remedial

3. Progression must be unanimous by the each FTO, each FTS, the FTC and the FTL.

4. On successful completion of all regular phases of training the PPO will be placed in the Evaluation Phase.

E. Remedial and Substandard Performance

1. PPO's in the Accelerated Program may be placed in the regular nonaccelerated program for the following reasons:

a. Failure to meet expectations in any category of any phase.

b. On the recommendation of any FTO, FTS, FTC or FTL with accompanying documentation specifying performance problems.

c. If remedial training is required for any reason.

d. At the request of the PPO based on a self-evaluation.

F. Documentation

1. Training documentation for the Accelerated Program will remain the same as for the standard program.

2. A notice in memo form that a PPO has been assigned to the Accelerated Program will be placed in the PPO documentation file.

VIII. EVALUATING THE PPO

A. PPOs will be evaluated on a binary scale; standards are either met or not.

B. PPOs performance will be documented with a written narrative explaining how the PPO met the standard or did not.

C. If nothing was observed that falls within evaluation category then it will be marked as not observed and no further documentation is necessary.

D. PPOs will be evaluated based on meeting standard of acceptable performance; not to training officer's preference on how an incident should have been resolved.

IX. EVALUATION OF THE RECRUIT WITH PRIOR EXPERIENCE

A. special case in recruit evaluation is the evaluation of the recruit with prior law enforcement experience, either at our department or from another agency. On many occasions the experienced recruit may mimic and imitate the FTO's attitudes, mannerisms, language, and may even pass himself off as a seasoned officer.

The experienced recruit may, in fact, sound and act like a veteran officer. However, the recruit may not be versed in changes within our profession that have occurred in his absence. The FTO must remember that he is the role model and must afford the recruit every opportunity to prove himself but assume nothing of the experienced PPO's current ability.

The FTO must keep in mind at all times that he is training an officer for the purpose of functioning efficiently on solo patrol. No department needs officers so badly that it needs bad officers.

X. EVALUATION PROCESS

A. Evaluation Purposes

1. Record PPO's progress

2. Tool for informing the PPO of his performance level at any given time.

3. Identifying training needs and document training efforts.

4. Evaluations provide new officer with documented feedback.

5. Collectively, evaluations tell a story both by category and chronologically:

a. Tell a PPO's successes and failures, improvements and digressions.

b. Attempts to manage each of these occurrences.

c. They chronicle the skill and efforts of the FTO as well.

6. Evaluations are critical in the career of each new officer and should be treated as such. Honest and objective evaluations of PPO's shall be a prime consideration of all members of this program.

7. To ensure that the daily evaluation and each rating of a PPO will be equal and standard throughout the Department, Standardized Evaluation Guidelines have been established.

   a. Behavioral Anchors (evaluate behavior not the person).

      (1) Definition of unacceptable and acceptable of performance for each of the categories.

      (2) Standards should be applied to all PPO's regardless of their experience level or other incidental factors.

      (3) By strict application of the behavioral definitions contained in the guidelines, the rating of any given recruit performance by one FTO should match that of any other FTO.

      (4) With this approach to evaluation, one may be assured that ratings throughout the program are impartial, objective, uniform, and therefore, valid.

B. Standardized Evaluation Guidelines

1. Set of standardized evaluation guidelines will be given to every PPO and will be the standards by which they will be evaluated. FTC will ensure every PPO is familiar with evaluation guidelines.

2. PPO will be evaluated against the concept of a first day solo capable officer; not FTOs or tenured officers.

3. Evaluation Standards

   a. All conduct and performance that falls below the defined acceptable, first day solo capable standard is documented as having not met the standard.

b. All conduct and performance that meets or exceeds the standard of acceptable, first day solo capable is documented as having met the standard.

c. PPOs who are not responding to training, which inherently means they are falling into the "not met the standard" category, will be marked as NRT (not responding to training). Evaluation will reflect deficiencies in applicable category as well as training efforts made and PPOs failure to adapt.

d. Although evaluation categories and guidelines have been written to routinely be relevant to an average patrol officer's work shift they may simply not occur on a given day. FTOs will mark evaluation category as "not observed" if this occurs.

C. Scale Value Application

1. Although subjectivity in evaluations cannot be completely excised it should be mitigated as much as possible. Trainers should keep this in mind and be mindful of their own bias and preferences.

2. The binary scale of not meeting standards or meeting standards was designed to assist trainers in managing their own subjectivity. Rather than having to attempt to assign a numerical score to a performance, which may be believed to be a different score by another trainer, performance simply meets the defined standard or does not.

XI. STANDARDIZED EVALUATION GUIDELINES

The following are the categories for evaluation as well as definitions of first day solo capable in each category.

Effective Date	April 2003
Revision Date	01/2020
Review Date	12/2020
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

1. Attitude and Appearance

   Present a neat and professional image

   Show up to work with clean, complete, and serviceable uniforms and equipment

   Accept criticism constructively and show an interest in improving themselves.

   Show respect to superiors, peers, and the public

   Utilize the chain of command.

2. Situational Awareness

   Reasonably aware of their location while on duty

   Aware of the locations of other officers and incidents and can orient themselves to them

   Good sense of direction

   Aware of persons, vehicles, and officers on a scene

   Can observe and identify offenses and evidence in plain view

3. Vehicle Operations

   Maintain control of vehicle while being aware of activity outside of it

   Evaluates driving situation and reacts properly

   Demonstrates defensive driving

   Does not commit traffic offenses

4. Communication

   Copies most radio transmissions directed at him/her

Generally aware of radio traffic in rest of city

Uses proper radio procedures in a clear and concise manner

Effectively communicates with peers and public

Utilizes mobile terminal for routine inquiries and functions

5. Report Writing/Routine Forms

Reports have all necessary and available information

Acceptable spelling, punctuation, and grammar

Errors in spelling, punctuation, and grammar do not interfere with ability to understand narrative

Reports are written in an organized manner

Routine forms are known and completed properly

Reports and forms are reasonably accurate and thorough

Reports and forms completed in a timely manner

6. Investigation and Interview Skills

Follows proper investigation procedure

Handles evidence properly

Generally uses proper questioning techniques

Elicits all available and relevant information

Controls interviews and interrogations

Conducts follow up when opportunity presents itself

7. Knowledge

Working knowledge of most common policies, procedures, laws, and regulations

Is able to locate and/or relate necessary elements of offense or specifics related to policies and procedures

8. Officer Safety

Follows accepted safety procedures

Recognizes potential danger

Uses appropriate caution

9. Control of Conflict

Speech and demeanor convey authority

Remains reasonably calm during incidents

Utilizes reasonable response to resistance to maintain or gain control

Can control routine situations without assistance

10. Patrol Skills

Observes, recognizes, and identifies suspected criminal activity and takes appropriate action

Utilizes accepted department tactics

Makes cases, arrests, and investigations from routine activity

11. Problem Solving and Decision Making

Properly assesses routing situations

Determines acceptable action and acts

Does not allow situation to deteriorate

Can reason through problems and relate them to prior training

Good perception and ability to make decisions

XII. DOCUMENTATION

A. Daily Training Documentation

A Daily Observation Report (DOR) shall be completed by the FTO at the end of each shift providing the essential information to insure administrative control over the relative progress of each recruit officer.

All the forms and documentation for the PPO's progress will be completed on the Field Training Online (F.T.O.) system, and to be reviewed and acknowledged by the PPO, FTS, FTC, and FTL. In case of a system failure with the program, a hard copy of all documentation shall be made and acknowledged through the of command. All back-up forms will be maintained on the "PD FORMS" drive.

The F.T.O. program is a web-based system, which is designed to maintain all records of the PPO's progress, and will be archived on the "Central Square" server. All archived documentation will be accessible by the system administrators.

The departments F.T.O. program administrators will be both the FTC and FTL.

Acceptability or non-acceptability by FTO program standards is evaluated in terms of satisfactory novice solo officer is a recruit with no previous law enforcement experience who can work a beat safely and skillfully by himself after the Basic Police Academy and FTO Program Training.

B. Phase Five Daily Evaluation Report Form

Phase Five Week One begins the ghost evaluation portion of the program. This form will be used by the evaluator to assign a rating for each of the eleven categories listed. The FTO should use the Standardized Evaluation Guidelines. All observed categories, whether meeting the standard or not, will be supported by a narrative.

C. Phase Five End of Phase Evaluation

FTO in evaluation (ghost) phase will complete a weekly report with their opinion of the PPO's capabilities to be first day solo capable. In the event two FTOs do not agree after two weeks of evaluation an FTS will be assigned to PPO to determine PPO's suitability for further employment. All decisions to terminate are ultimately the Chief of Police's decision.

XIII. REMEDIAL TRAINING

Individuals learn at different rates and with different abilities. When a PPO faces great difficulty in a certain performance category, remedial training is employed to give the trainee additional emphasis to improve unacceptable performance. Under the theory of screening-in participants in the Field Training Program remedial training allows PPO's to raise their performance to an acceptable level.

There are two types of remedial training in the Field Training Program, In-Phase and Out of-Phase. The abilities of the trainee and of the FTO indicate which type of remediation is employed.

A. In-Phase Remedial Training

In-Phase remedial training is undertaken in conjunction with the current phase of the Field Training Program and is conducted by the current Field Training officer assigned to the PPO. Whenever the FTO determines that his PPO needs concentration in one or more specific performance areas, the FTO documents the need on the PPO's Daily Evaluation Form, and with the approval of the Shift FTS, conducts the training.

B. Out of Phase Remedial Training

Out-of-Phase remediation is indicated for the trainee that does not improve his performance to acceptable levels through normal field training or in-phase remediation. This is a measure which is taken when, in the opinion of the FTO and the FTS, the PPO is in jeopardy of washing out of the program. The need for Out-of-Phase remediation will most likely appear in Phase 3 or later during the program, as more and more stress is felt by the PPO who, at the point, has worked under two or more FTO's.

Out-of-Phase remediation is initiated based on documentation by the FTO, FTS, and discussion with the PPO. This training can be implemented during a phase or at the conclusion of a phase. When assigned to Out-of-Phase remediation, the PPO's normal training program is suspended, and the out-of-Phase remediation begins. Only upon successful completion of the Out-of-Phase remediation is the PPO returned to the normal training program at the point that he left off.

The Out-of-Phase remediation will not exceed three weeks during the entire FTO Program. No PPO will be sent through Out-of-Phase remediation more than once for any of the major categories of training that are as follows: Appearance, Attitude, Knowledge, Driving Skills, Report Writing, Field Performance, Use of Radio, or Relationships. The PPO who fails to successfully complete the Out-of-Phase remediation should be considered for termination.

XIV. PHASE REQUIREMENTS

The purpose of this form is to serve the FTO and the PPO as an indicator of what areas of training that the PPO still needs to be trained in or demonstrate his proficiency in.

The FTO and PPO will acknowledge on F.T.O. both the trained and demonstrated blanks on the appropriate days when these actions occur. An officer demonstrates his ability to perform the task in one of three ways:

A. By successfully performing the behavior in an actual field situation.

B. By successfully performing the behavior in role-play situation, PLUS written or verbal testing.

C. For topics that cannot be physically demonstrated, written and/or verbal tests should be used.

If the task was not taught or demonstrated during the scheduled phase, the date that it is completed, and the FTO's initials and PIN shall be entered in the appropriate columns when the training is completed. If any tasks are not taught or demonstrated during the scheduled phase, the FTO shall explain the reason(s) why on the back of the page. It is the FTO's responsibility to make sure that training items in prior phases are completed before passing the checklist on.

XV. COMPLETION OR TERMINATION

A. Each PPO will be evaluated by two different FTOs during the two week evaluation (ghost) phase. Each FTO will prepare a written report that explains why they feel the PPO is first day solo capable or not.

B. If there is consensus among the FTOs that the PPO is first day solo capable then they will complete the field training program and report to their next assignment in the Field Operations Bureau.

C. If there is disagreement concerning the PPO's abilities to be first day solo capable then the FTC will extend the evaluation phase by one week. The FTC will assign the PPO to an FTS for final evaluation. The FTS's evaluation will determine if the PPO is first day solo capable or not. An FTS who is generally unfamiliar with the PPO will be selected for final evaluation.

D. If both FTOs agree the PPO is not first day solo capable, or the assigned FTS if the evaluation phase has been extended states the same, then the PPO will be considered for termination.

E. The FTC will (in the event of sec XV. D.) prepare a memorandum suggesting the PPO be terminated and submit to the FTO Program Chain of Command for consideration.

F. As a general rule all PPOs should be offered the full time of the field training program and evaluation, and the possibility of termination, should be made at the end of the evaluation phase. Exceptions can be made for gross incompetence, disciplinary actions, or other issues and are ultimately the decision of the Chief of Police.

(9) Weighted Sprints (TAC vest): *no adjustments*

(10) Weighted Pull-ups (TAC vest): *no adjustments*

1. The SWAT PFC will be conducted **in addition to the standard MPD Physical Fitness Assessment.** Established testing procedures and options available to Department personnel are afforded to SWAT Team members. **Annual status afforded on the standard MPD Physical Fitness Assessment does not apply to the SWAT PFC**.

2. It is the **responsibility of individual operators to coordinate and complete the standard MPD Physical Fitness Assessment on their own time**.

B. Firearms Proficiency Assessments (FP):

1. SWAT Firearms Proficiency Assessments can be conducted in conjunction with the SWAT PFC and consist of the following:

a. CSAT Tactical Pistol Course

b. CSAT Tactical Rifle Course

* 2. Team members will be afforded two, consecutive attempts at each course of fire – each course requiring a **60% pass** rate for successful completion. If 60% is not reached within the allotted two attempts, operators will be placed on **"Inactive"** status until the passing score is obtained.

3. SWAT Firearms Proficiency Assessments will be conducted in addition to MPD Firearms Qualification courses. Team members are required to successfully complete scheduled MPD Firearms Qualification Course at a **90% pass** rate.

III. GUIDELINES

A. Procedures: (CALEA 46.2.2)

* 1. All assessments (PFC / FP) are to be conducted as a Team during

(9) Weighted Sprints (TAC vest): *no adjustments*

(10) Weighted Pull-ups (TAC vest): *no adjustments*

1. The SWAT PFC will be conducted **in addition to the standard MPD Physical Fitness Assessment.** Established testing procedures and options available to Department personnel are afforded to SWAT Team members. **Annual status afforded on the standard MPD Physical Fitness Assessment does not apply to the SWAT PFC**.

2. It is the **responsibility of individual operators to coordinate and complete the standard MPD Physical Fitness Assessment on their own time**.

B. Firearms Proficiency Assessments (FP):

1. SWAT Firearms Proficiency Assessments can be conducted in conjunction with the SWAT PFC and consist of the following:

a. CSAT Tactical Pistol Course

b. CSAT Tactical Rifle Course

c. Any course approved by the SWAT Commander

* 2. Team members will be afforded two, consecutive attempts at each CSAT course of fire – each course requiring a **60% pass** rate for successful completion. If 60% is not reached within the allotted two attempts, operators will be placed on **"Inactive"** status until the passing score is obtained.

3. Courses other than CSAT courses will require a "Pass/Fail" or percentage completion based on the selected course.

4. SWAT Firearms Proficiency Assessments will be conducted in addition to MPD Firearms Qualification courses. Team members are required to successfully complete scheduled MPD Firearms Qualification Course at a 90% pass rate.

Attachment 13

Effective Date	1995
Revision Date	04/2020
Review Date	08/2019
Last Revision Date	05/2017
Affects: Sworn Personnel	

Standard Operating Procedure
Directed Patrol Team and Gang Suppression Unit

I. STATEMENT OF PURPOSE (CALEA 40.2.3.a)

The Midland Police Department Directed Patrol/Gang Suppression Unit will be the primary unit to provide street-level response to identifiable COMPSTAT problems in addition to identifying, monitoring, and providing street-level suppression on gangs.

II. STRUCTURE

The Directed Patrol/Gang Suppression Unit, when fully staffed, will be comprised of two squads under the command of the Special Operations Division Lieutenant of the Field Operations Division.

Effective Date	1995
Revision Date	05/2023
Review Date	05/2023
Last Revision Date	04/2020
Affects: Sworn Personnel	

Standard Operating Procedure
Directed Patrol Team and Gang Suppression Unit

I. STATEMENT OF PURPOSE (CALEA 40.2.3.a)

The Midland Police Department Directed Patrol/Gang Suppression Unit will be the primary unit to provide street-level response to identifiable COMPSTAT problems in addition to identifying, monitoring, and providing street-level suppression on gangs.

II. STRUCTURE

* The Directed Patrol/Gang Suppression Unit, when fully staffed, will be comprised of two squads under the command of the Special Investigations Lieutenant of the Investigative Services Bureau

c. Felony conviction.

4. More than two moving traffic violations within the previous three-year period.

c. Felony conviction.

4. More than two moving traffic violations within the previous three-year period.

Page 2 of 12

Effective Date	August 1993
Revision Date	05/2023
Review Date	11/2021
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

* 5. Current drug usage, indications that drug usage will occur after employment, or drug use within the past three years that would constitute a felony violation.

Effective Date	August 1993
Revision Date	05/2023
Review Date	11/2021
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

* 5. Current drug usage, indications that drug usage will occur after employment, or drug use within the past five years that would constitute a felony violation, or use of THC within the past three years.

C. Physical Test (Police and Cadet)

1. The Fit For Duty Fitness Director designee will be involved in the physical testing process. Standard physical testing procedures will be adhered to. Qualifications for applicants will be at least:

a. 1 ½ mile run – 14:46 (officer applicants); 16:00 (cadet applicants)

b. Push-ups per minute – 25 (officer applicants); 20 (cadet applicants)

* C. Physical Test (Police and Cadet)

1. The Fit For Duty Fitness Director designee will be involved in the physical testing process. Standard physical testing procedures will be adhered to. Qualifications for applicants will be at least:

a. 1 ½ mile run – 14:46 (lateral officer); 15:46 (officer recruit); 16:00 (cadet applicants)

1. Officer Recruits will be required to complete the 1 ½ mile run in 14:46 within 60 days of starting the Midland

Page 3 of 12

Effective Date	August 1993
Revision Date	05/2023
Review Date	11/2021
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

c. Sit ups per minute – 30 (both officer and cadet applicants)

2. The Physical Fitness Coordinator will document each candidate's blood pressure, and fitness results. This document will be maintained in applicants brown file.

D. Written Test (Police and Cadet)

1. The written test will be the Stanard & Associates, Inc. "The National Police Officer Selection Test". The test will be administered according to the testing procedures contained in the Stanard & Associates "Examiner's Manual Self Score POST" booklet.

2. The candidate will be considered to have passed if the average of all four

Effective Date	August 1993
Revision Date	05/2023
Review Date	05/2023
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

Police Academy. Failure to meet this requirement will result in failure and removal from the academy.

b. Push-ups per minute – 25 (lateral officer); 20 (cadet and officer recruit)

1. Officer Recruits will be required to complete 25 pushups in one minute within 60 days of starting the Midland Police Academy. Failure to meet this requirement will result in failure and removal from the academy.

c. Sit ups per minute – 30 (lateral officer and cadet applicants); 25 (officer recruit)

Effective Date	August 1993
Revision Date	05/2023
Review Date	11/2021
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

c. Sit ups per minute – 30 (both officer and cadet applicants)

2. The Physical Fitness Coordinator will document each candidate's blood pressure, and fitness results. This document will be maintained in applicants brown file.

D. Written Test (Police and Cadet)

1. The written test will be the Stanard & Associates, Inc. "The National Police Officer Selection Test". The test will be administered according to the testing procedures contained in the Stanard & Associates "Examiner's Manual Self Score POST" booklet.

2. The candidate will be considered to have passed if the average of all four components of the exam is above 70%.

3. Reasonable accommodations will be considered upon request (i.e.: extended testing time, reasonable breaks, etc)

4. If the candidate fails the written exam they will be eligible to take the test no sooner than 30 days after failure

VII. CONDITIONAL JOB OFFER (All positions)

A conditional job offer will be made in writing for officer and cadet positions upon

Effective Date	August 1993
Revision Date	05/2023
Review Date	05/2023
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

Police Academy. Failure to meet this requirement will result in failure and removal from the academy.

b. Push-ups per minute – 25 (lateral officer); 20 (cadet and officer recruit)

1. Officer Recruits will be required to complete 25 pushups in one minute within 60 days of starting the Midland Police Academy. Failure to meet this requirement will result in failure and removal from the academy.

c. Sit ups per minute – 30 (lateral officer and cadet applicants); 25 (officer recruit)

1. Officer Recruits will be required to complete 30 sit ups in one minute within 60 days of starting the Midland Police Academy. Failure to meet this requirement will result in failure and removal from the academy.

2. The Physical Fitness Coordinator will document each candidate's blood pressure, and fitness results. This document will be maintained in the applicant's brown file.

D. Written Test (Police and Cadet)

Effective Date	January 2010
Revision Date	04/2018
Review Date	09/2019
Last Revision Date	07/2014
Affects: Sworn Personnel	

Standard Operating Procedure
Physical Fitness Assessments

I. STATEMENT OF PURPOSE

To establish protocols and guidelines assigned to MPD Mandatory Physical Fitness Program assessments.

II. PROTOCOLS PLEASE SEE ATTACHED REVISION (REVISION 1)

All officers are required to participate in a physical fitness assessment two times a year. Officers not successfully completing a mandatory assessment with the minimum percentile of 50% in each of the 3 assessment categories must participate in the Remedial Program. Officers obtaining 75% or above in all 3 assessment categories will achieve Annual Status and only assess once a year.

* Before completion of the Permian Basin Law Enforcement Academy, Midland Police Department Recruits are required to pass at least 1 of the 3 physical fitness assessments authorized by this SOP to enter into the Midland Police Department FTO Program.

A. Physical Fitness Assessments: PLEASE SEE ATTACHED REVISION (REVISION 2)

1. Physical Fitness Assessments are conducted in April and October of each year consisting of the requirements established by MPD General Orders (Ch. 3, Sec. 11, IV. D.) adopted from the Cooper Institute of Aerobic Research.

   a. 1 ½ mile run (age/gender specific)

   b. Max Sit Ups (1 minute, age/gender specific)

   c. Max Push Ups (1 minute, age/gender specific)

   d. 12 minute Bike test (optional/alternative to run; MPD standards)

   e. 2000 Meter Row test (optional testing procedure)

   f. Combat Fitness Evaluation (optional testing procedure)

2. Each officer may choose to run outdoors on a stationary track or road or indoors at the Fit For Duty Gym on a treadmill. If the officer chooses to run on a treadmill, it will be set on a 1.5% incline grade.

REVISION 1

Standard Operating Procedure Physical Fitness Assessments and Strength Evaluations

II. Protocols

Beginning 2023, all sworn personnel will be required to participate in a strength evaluation prior to completing their annual fitness assessment in October. Sworn personnel will be advised of the month, exercises, and standards at least 30 days prior to the strength evaluation being required. Sworn personnel will be given one month to complete the strength evaluation. Without a completed strength evaluation, sworn personnel are not eligible to complete a physical fitness test. If an officer fails to complete a strength evaluation and subsequently a physical fitness evaluation, they will be placed in the remedial program. (REVISION 10)

All officers are required to participate in a physical fitness assessment.

Officers not successfully completing a mandatory assessment with the minimum percentile of 50% on each of the 3 assessment categories on the Cooper's Assessment, 50% on the Combat Fitness Test, 60% on the 2,000m Row or those who fail to complete an assessment all together must participate in the Remedial Program.

Officers obtaining a score between 50% and 75% in all three categories on the Cooper's Assessment, Combat Fitness Test, or 2,000m Row will achieve Fit for Duty Status and must assess two times per year.

Officers obtaining 75% or above in all three categories on the Cooper's Assessment, Combat Fitness Test, or the 2,000m Row will achieve Annual Status and only assess once a year.

Annual Status can only be achieved in October.

*Before completion of the Midland Police Department Academy, Midland Police Department Recruits are required to pass at least 1 of the 3 physical fitness assessments authorized by this SOP to enter the Midland Police Department FTO Program.

REVISION 2

SOP – Physical Fitness Assessments – A. 1.

A. Fitness Assessments are conducted in April and October of each year consisting of the requirements established by MPD General Orders (Ch. 3, Sec. 11, IV. D.) adopted from the Cooper Institute of Aerobic Research. The assessment options are as follows:

1. Cooper's Test

    a. 1 ½ mile run (age/gender specific)

    b. Max Sit Ups (1 minute, age/gender specific)

    c. Max Push Ups (1 minute, age/gender specific

2. Cooper's Test with Bike Substitute

    a. 12-minute Bike test (age/gender specific)

    b. Max Sit Ups (1 minute, age/gender specific)

    c. Max Push Ups (1 minute, age/gender specific

3. 2000 Meter Row test (age/weight/gender specific)

4. Combat Fitness Evaluation (Total Reps)

    3 Rounds For Total Reps:

    1 minute Wall Ball Tosses (20/14 lb)

    1 minute Sumo Deadlift High-Pulls (75/55 lb)

    1 minute Box Jumps/Step Ups (20 in)

    1 minute Push Press (75/55 lb)

    1 minute Row (calories)

    1 minute Rest

Effective Date	January 2010
Revision Date	04/2018
Review Date	09/2019
Last Revision Date	07/2014
Affects: Sworn Personnel	
Standard Operating Procedure **Physical Fitness Assessments**	

III. PROCEDURES

A. 1 ½ Mile Run Test (track/road)

1. The officer runs 1-½ miles as fast as possible. If a 440 yard track is used, 6 laps must be completed using the inside lane (lane 1). If using a 400-meter track, an additional 15 yards must be run after the 6 laps are completed (2006 Cooper Institute, LEFS Handbook). Officers may also choose to run outside at the range on a marked ½ mile course for 3 laps or a full straight mile on CR 1150.

2. During the administration of the test, the officers are informed of their lap times. Finish times will be called out and recorded.

3. A cool down period after test completion will be set aside to prevent venous pooling. The officers should walk slowly for about 5 minutes immediately after the run (2006 Cooper Institute, LEFS Handbook).

B. 1 ½ Mile Run Test (treadmill)

1. Initially, the Fitness Coordinator sets the treadmill incline to a 1.5% grade and at the minimum speed needed to pass at the 50th percentile for the age/gender qualifications for each officer.

2. The Officer testing MAY change the speed of the treadmill after the Fitness Coordinator has set the initial speed at the start of the assessment run.

3. Officers are NOT permitted to use the treadmill bars to hold their weight up and keep their feet off the treadmill belt. Holding onto the bars is only allowed in order to change speed or regain balance.

4. Officers are NOT permitted to step off the treadmill belt onto the sidebars after the assessment has already started. If an officer steps off, the test will be over and it will be recorded as an INCOMPLETE. Both feet must remain on the belt for the entire 1-½ miles.

PLEASE SEE ATTACHED REVISION

C. 1-Minute Sit Up Test (2006 Cooper Institute LEFS Handbook) (REVISION 3)

1. The officer starts by lying on the back, knees bent, heels flat on the floor, with fingers laced and held behind the head. Avoid pulling on the head

REVISION 3

SOP Physical Fitness Assessment – C. 1-Minute Sit Up Test (Page 2)

C. 1-Minute Sit Up Test

1. A partner or the Fitness Coordinator holds the feet down firmly.

2. The officer starts by lying on the back, knees bent, heels flat on the floor, with arms across chest with hands resting on opposite shoulders. Hands will remain on shoulders for the entirety of the exercise. The buttocks must remain on the floor for the entirety of the exercise with no thrusting of the hips.

3. Officer will sit up into the up position, touch elbows to knees and then lower until the shoulder blades touch the floor.

4. Any resting should be done in the up position.

5. The officer performs as many correct sit-ups as possible in one minute. Score is the total number of correct sit-ups.

6. Breathing should be as normal as possible; making sure the officer does not hold their breath.

7. Neck remains in the neutral position.

8. Do not pull on the head or neck.

with the hands. The buttocks must remain on the floor with no thrusting of the hips.

2. A partner or the Fitness Coordinator holds the feet down firmly.

3. The officer then performs as many correct sit-ups as possible in one minute.

4. In the up position, the individual should touch elbows to knees and then return until the shoulder blades touch the floor.

5. Score is the total number of correct sit-ups. Any resting should be done in the up position.

6. Breathing should be as normal as possible; making sure the officer does not hold their breath.

7. Neck remains in the neutral position.

8. Do not pull on the head or neck.

PLEASE SEE ATTACHED REVISION (REVISION 4

D. 1-Minute Push Up Test (2006 Cooper Institute LEFS Handbook)

1. The hands are placed slightly wider than shoulder width apart, with fingers pointing forward. A partner or the Fitness Coordinator places one fist on the floor below the subject's chest.

2. Starting from the up position (elbows extended), the officer must keep the back straight at all times and lower the body to the floor until the chest touches the partner's/Fitness Coordinator's fist. Officer then returns to the up position. This is one repetition. The modified push up is performed on the hands and knees with the back straight and hands slightly in front of the shoulders in the up position.

3. Resting should be done only in the up position.

4. The total number of correct push-ups in 1 minute is recorded as the score.

E. 12 Minute Bike Test

1. A partner or the Fitness Coordinator places one fist on the floor below the subject's chest. Fist should be placed in the middle of subject's chest, above the sternum.
2. The officer's hands are placed slightly wider than shoulder width apart, with fingers pointing forward.
3. Starting from the up position (elbows extended), the officer must keep the back straight and lower the body to the floor until the chest touches the partner's/Fitness Coordinator's fist.
4. Officer returns to up position with the elbows fully extended and back straight.
5. Officer must complete steps 3 and 4 together for the rep to be counted.
6. Only the hands and feet can touch the ground throughout the entirety of the movement.
7. Resting should be done only in the up position.
8. Officer can shake out hands.
9. The total number of correct push-ups in 1 minute is recorded as the score.

1. The officer sets the seat height on his or her own for correct and comfortable leg extension.

2. The Fitness Coordinator sets the timer to 12 minutes.

3. When the officer is ready to start, the Fitness Coordinator will start the timer.

4. The officer rides as many miles as possible in 12 minutes. The mileage on the screen at the end of the 12 minutes is recorded as the score.

5. Officers shall NOT take their feet off the pedals at any time during the bike assessment.

6. Officers are NOT REQUIRED to keep hands on the handlebars during the assessment.

F. 2000 Meter Row Test (DPS ETR - Education Training and Research Division)

1. Officers will perform the 2000 meter row test on the Concept 2 Indoor Rower.

2. The rower's flywheel resistance shall be set on a level 5 for the test.

3. Once the officer begins rowing they will complete the 2000 Meters in one continuous effort.

4. The officer's finishing time, age, gender and body weight will be calculated to determine the officer's fitness level with a VO2 Max Calculator.

5. A percentage of 50% or more is required to pass the test. 60%

G. Combat Fitness Evaluation (DPS ETR - Education Training and Research Division)

1. Officers will perform three rounds of 1 minute of each exercise followed by 1 minute of rest.

2. The exercises will be performed in the order: wall ball tosses, sumo deadlift high pull, box jumps/step ups, push press, and Row.

PLEASE SEE ATTACHED REVISION (REVISION 5)

3. For the wall ball toss, the officer must reach a full squat position at the bottom where the crease of the hip is parallel or below the top of the knee. The wall ball must touch at or above the 10 ft. target.

4. Officers may perform the sumo deadlift high pull with a barbell or kettle bell (75 lbs. for male 55 lbs. for female). The weight must travel from the floor each repetition, the barbell or kettle bell handle must be at or above the nipple line at the top of the movement, and the knee and hips must reach full extension for the repetition to count.

5. Officers will perform the box jumps/step ups with a 20 inch tall box. For a repetition to count both feet must reach the top of the box and the officer's knee and hips must reach full extension at the top. From the top of the box, officers must step back down to the starting position.

6. Officers will perform the push press with a barbell (75 lbs. for male 55 lbs. for female). The barbell must travel from the shoulders/upper chest at the bottom to full extension at the top. Full extension has been achieved when the officer's ankles, knees, hips and shoulders are aligned with the arms extended overhead and the head is between the arms.

7. Officers will utilize the Concept 2 indoor rower for the last exercise of the test. The flywheel resistance will be set at level 10. The display screen will be set in order to show number of calories rowed. Score for this portion is the total number of calories.

IV. GUIDELINES

A. One month or four work weeks will be allowed for all officers to schedule and complete their PT Assessments. This time period, for both April and October's assessments, is set by the Fitness Coordinator. The Fitness Coordinator has the discretion to allow early assessments for officers that would like to do so, but no early than 2 weeks before the scheduled assessment month.

B. Officers should schedule their assessments a week before the day they want to complete it. Scheduling of assessments may be done on an individual basis or as a squad. If a squad decides to assess as a whole, direct supervisors shall be present with their squads and oversee the assessment testing. If an officer decides to complete an assessment alone, no supervisor is required to be present.

A. Officers will perform three rounds of 1 minute of each exercise followed by 1 minute of rest. Total Score = Total Reps of each movement.

B. The exercises will be performed in the order: wall ball tosses, sumo deadlift high pull, box jumps/step ups, push press, and Row.

1. Wall Ball Toss
    a. The officer starts in the standing position with the ball on the ground. The officer will pick up the ball and lower body in the squat position holding the ball in a front rack position. The officer must reach a full squat position at the bottom where the crease of the hip is parallel or below the top of the knee. The wall ball must touch at or above the 10 ft. target.
2. Sumo Deadlift High Pull
    a. Every rep starts on the ground. Weight will travel from the ground, to clavicle height at the top of the movement, then back to the ground. At the top of the rep, the knees and hips must be fully extended, and the elbows must be higher than the weight being used. Use of kettlebell or barbell is permitted (75 lbs. for male 55 lbs. for female).
3. Box Jumps/Step Ups
    a. Officers will perform the box jumps/step ups with a 20-inch-tall box. For a repetition to count both feet must reach the top of the box and the officer's knee and hips must reach full extension at the top. From the top of the box, officers must step back down to the starting position.
4. Push Press
    a. Officers will perform the push press with a barbell (75 lbs. for male 55 lbs. for female). Barbell will start in a front rack position with the feet under the hips and barbell resting on the shoulders with the elbows slightly in front of the barbell. The subject will then bend and straighten their legs. With the force generated from straightening the legs, the officer will press the barbell up overhead into a fully locked out position. A locked-out position is achieved with the knees, hips, shoulders, and elbows are fully extended with the barbell over the middle of the body and the head is between the arms.
5. Row
    a. Officers will utilize the Concept 2 indoor rower for the last exercise of the test. The flywheel resistance will be set at level 10. The display screen will be set to show number of calories rowed. Score for this portion is the total number of calories.

C. The order in which the each semi-annual PT Assessment is completed is at the discretion of the Fitness Coordinator based on group/squad size, in order to ensure that group assessments be completed in a timely manner.

D. Officers that fail to complete a semi-annual assessment in the time limit provided by the Fitness Coordinator are automatically put in the Remedial Program until they complete and pass the assessment with the minimum 50th percentile in each of the three categories.

E. Any officer with a medical condition or injury that prevents assessing during a scheduled April or October PT Assessment is required to obtain a physicians review form and submit it to the Fitness Coordinator before the last day of each scheduled assessment.

PLEASE SEE ATTACHED REVISION (REVISION 6)

1. If an officer submits a temporary exemption for a minor injury, they will have 60 days after a doctor's release to work their body back into condition in order to complete an assessment (i.e. Injury occurs in March before April's PT Assessment, officer is released in May, they will have to make up April's Assessment in July).

F. REMEDIAL

PLEASE SEE ATTACHED REVISION (REVISION 7)

Officers who fail to achieve the 50% requirement in each of the physical assessment categories, or the 2000 meter row test or the Combat Fitness Evaluation will be placed in the Remedial Program.

1. Remedial officers have 30 days, after their initial assessment date, to re-test and pass in sub-standard area(s) and may re-test as many times as they like in those 30 days.

2. After 30 days, remedial officers who have not achieved Fit For Duty status by passing sub-standard area(s) with 50%, are required to participate in an assessment in the sub-standard area(s) once a week as well as working on an individual fitness program agreed upon by the remedial officer and the Fitness Coordinator.

3. Direct supervisors will be responsible for overseeing that their officer(s) participates in remedial training and send this verification, which will include, date, time spent, and type of exercise, to the Fitness Coordinator.

4. It is the responsibility of each remedial officer to schedule a date and time with the Fitness Coordinator for each remedial assessment.

REVISION 6

Chapter 3 Section 11 – Mandatory Physical Fitness Program – Page 5 - VI

SOP – Physical Fitness Assessments – Page 6 – E. and E. 1.

MEDICAL EXEMPTIONS FROM FITNESS TESTING

A. Any officer with a medical condition or injury that prevents assessing during a scheduled April or October PT Assessment is required to obtain a physician's review form and submit it to the Fitness Coordinator before the last day of each scheduled assessment.

1. If an officer submits a temporary exemption for a minor injury, they will have 60 days after a doctor's release to work their body back into condition in order to complete an assessment (i.e. Injury occurs in March before April's PT Assessment, officer is released in May, they will have to make up April's Assessment in July).

B. When an officer suffers from an injury that affects the officer's ability to test (i.e. knee surgeries, shoulder surgeries, hernias) he/she must submit a physician's review form which identifies:

1. The injury that prevents the officer from testing

2. What test the injury prevents the officer from engaging in

3. Renewal of the physician's review form is not mandatory if the officer continues in a regularly scheduled fitness program.

C. All other medical excuses must be accompanied by a physician's review form that identifies the following:

1. The injury/illness that prevents the officer from testing.

2. What test the injury/illness prevents the officer from engaging in.

3. The length of time the officer would be excused from performing the test.

4. These excuses must be renewed every 90 days.

D. When an officer suffers from a chronic injury that will prevent them from performing a certain movement for their lifetime but NOT something that places them on light duty status it must be detailed within the doctors note. The Fitness Coordinator will establish an individualized modified movement or substitution for this officer based on their specific chronic injury so they can still complete an assessment. This is ONLY to be used for those officers that have a severe chronic injury that will physically prevent them from doing a specific movement type within an assessment for their lifetime or an extended period (greater than 1 year).

E. Doctor's excuses do not exempt an MPD Officer from participating in the assessment program.

F. When an officer becomes pregnant, they are not required to perform a physical fitness assessment for the duration of the pregnancy. Given that the officer receives clearance from their physician to perform physical activities, the officer will have 1 year after the date of birth to complete an assessment. If any complications arise that may affect the officer's ability to complete a physical fitness assessment within 1 year it will be treated the same as a chronic injury.

VII. REMEDIAL PROGRAM (CALEA 22.3.3 d & e)

A. The remedial fitness program began with the October 1992 assessment, and is in effect on any assessment after that date.

B. The goal of the remedial program is for the officer to participate regularly in a fitness program prescribed by the Physical Fitness Coordinator, to meet Fit for Duty Status.

C. Officers who fail to achieve 50% on each of the 3 assessment categories on the Cooper's Assessment, 50% on the Combat Fitness Test, and 60% on the 2,000m Row must participate in the Remedial Program.

D. Officers that fail to complete a semi-annual assessment in the time limit provided by the Fitness Coordinator are automatically put in the Remedial Program until they complete and pass the assessment with the minimum 50% on each of the 3 assessment categories on the Cooper's Assessment, 50% on the Combat Fitness Test, or 60% on the 2,000m Row.

E. Officers that fall below the above standards are consulted by the Physical Fitness Coordinator and their immediate supervisor to:

1. Be notified of the area(s) that are below standard.

2. Be given notice that the officer is in remedial training until such time as the sub-standard area(s) are brought up to the 50% or 60% level depending on assessment chosen by officer.

3. Develop a personalized fitness prescription with the Physical Fitness Coordinator to bring up the sub-standard area(s).

4. Be given a remedial testing schedule of times that they are to be re-tested in the sub-standard area(s) to check their progress.

5. Set realistic goals that are agreed upon by the officer and the Physical Fitness Coordinator

F. Officers in the remedial program have 30 days after their initial assessment to re-test in sub-standard area(s). Officers may re-test as many times as they like in those 30 days. If after 30 days the officer has not obtained Fit for Duty status by achieving the minimum 50% on each of the 3 assessment categories on the Cooper's Assessment, 50% on the Combat Fitness Test, or 60% on the 2,000m Row, the officer will have to complete an assessment in the sub-standard area(s) on a weekly basis and set up an individual fitness program agreed upon by the remedial officer and the Fitness Coordinator.

G. Remedial Officers will meet with the Physical Fitness Coordinator each month that they are in remedial to review the effectiveness of the individual fitness program established.

H. Direct supervisors are responsible for overseeing that their officer(s) participates in remedial training and send this verification, which will include, date, time spent, and type of exercise, to the Fitness Coordinator.

I. It is the responsibility of each remedial officer to schedule a date and time with the Fitness Coordinator for each remedial assessment.

Effective Date	August 1993
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Affects: Sworn Personnel	
Chapter 3 Section 13 **Weapons and Defensive Equipment**	

I. STATEMENT OF PURPOSE (CALEA 4.3.1.c, 4.3.2, 4.3.4, 33.4.1)

The purpose of this order is to establish policies and procedures regarding training, approved weapons and related equipment.

No officer shall be permitted to carry a weapon until proper training has been received and the officer has qualified with the weapon. All officers, while on duty and within their jurisdiction, must carry a departmental issue semi-automatic pistol or other approved handgun. Only one primary handgun shall be approved for an officer to carry.

II. PRIMARY HANDGUNS

A. Department Issued

The Department issued semi-automatic handgun will be a full-size Glock the ~~Glock model 17~~, 9mm caliber. (CALEA 4.3.1.a)

1. Modifications on Department issued weapons will be limited to ~~changing the factory supplied iron sights,~~ the addition of abrasive grip tape, and/or the addition of slip on grip enhancers.

B. Non-Departmental

1. Officers may elect to carry a personally owned Glock in 9mm caliber. Models must be black in color, accommodate a light system, incapable of firing full-auto, and have a slide length of no less than 6.85 inches and no greater than 8.15 inches.

2. Officers working in an administrative, plain clothes capacity, or undercover may elect to carry the Glock model 26, 43, 48 or a like-model Glock approved by the Range Master.

3. Officers may elect to carry the following Glock Modular Optic System (MOS) models: Glock 19 MOS, Glock 17 MOS, Glock 45 MOS, and Glock 34 MOS. Officers may elect to have their personally owned weapon professionally milled for an approved optic.

4. Officers electing to carry one of the above-authorized, non-department issued handguns will adhere to Section VIII of this order.

C. Carrying out-of-state

Officers are permitted to carry the departmental issued or approved handgun when leaving the state.

III. BACK-UP AND OFF-DUTY HANDGUNS

A. Officers may carry a back-up handgun while on duty and are encouraged to carry an off-duty handgun on or about their person while traveling in private vehicles in an off-duty capacity. Officers traveling in a private vehicle in an off-duty capacity who have elected not to carry an off-duty weapon shall not be subject to disciplinary action for not being armed, but should understand that any enforcement action taken may be scrutinized legally and civilly.

B. Officers in an assigned city vehicle are considered "on duty" and shall be armed with an approved handgun per Section II of this order.

B. The weapon must be an approved .380 caliber or larger caliber revolver or ~~double action~~ semi-automatic pistol. The weapon must be small enough so as not to be noticeable while concealed. The weapon must have a minimum of five (5) shot capacity. Weapons that do not meet factory specifications shall not be approved. (CALEA 4.3.1.a)

C. Officers are required to properly register and qualify with the ~~back-up~~ weapon. Officers shall exhibit efficient weapon retrieval to the Range Master or Firearms Instructor. Final approval by the Range Master is required in order to carry a back-up or off-duty handgun. (CALEA 4.3.1.c, 4.3.2)

D. Back-Up and Off-Duty handguns must be double action or be equipped with a manual safety and come from the following manufactures: (CALEA 4.3.1. a)

1. Semi-Automatics

a. Berretta
b. Glock
~~c.~~ ~~Kahr~~
d. Sig Sauer
e. S&W
f. Walther
g. Ruger
h. H&K
i. Springfield

j. Staccato)off duty only

2. Revolvers

a. Colt
b. Ruger
c. S&W
d. Kimber

~~IV. OFF-DUTY HANDGUNS~~

~~A. Officers are strongly encouraged to carry an off-duty handgun on or about their person. Off-duty officers in an assigned police vehicle shall be armed with an approved handgun. Officers traveling in a private vehicle in off-duty capacity who have elected not to carry an off-duty weapon shall not be subject to disciplinary action for not being armed.~~

~~C. Off-duty handguns must be carried in a concealed manner.~~

~~C. An off-duty handgun must be a .380 caliber or larger and must meet the same specifications and approval as the primary handgun and back-up handgun. (CALEA 4.3.1.a, 4.3.2)~~

~~D. All officers are required to properly register and qualify with off-duty weapons. (CALEA 4.3.1.c, d, 4.3.2)~~

V. SHOTGUNS

~~A. Department Issued Shotgun~~

~~The Department issued shotgun is the Remington 870 12 gauge. (CALEA 4.3.1.a)~~

B. Non-Departmental

Officers may elect to carry a personally owned shotgun of 12-gauge caliber only. Actions must be pump or semi-automatic. Approved manufacturers are as follows:

1. Remington
2. Benelli
3. Beretta
4. FN

5. Mossberg

C. Specifications

1. Extra shotgun ammunition may be carried in a shell loop secured to the butt stock or appropriate sidesaddle on the receiver.

2. Shotguns are required to be equipped with a full-length butt stock, except breaching shotguns, which have pistol grips in place of the butt stock.

3. Shotguns shall not have a barrel length less than 18 inches, except the breaching shotguns which have 12” barrels.

4. Duty shotguns, whether department issued or department approved, should be equipped with a sling, an extended magazine, and a mounted gun light as approved by the Range Master.

D. Procedures

1. Prior to coming on-duty officers shall inspect their shotgun to assure that there is no shell in the chamber, the hammer is not cocked (trigger pulled), and the safety is on.

2. All officers carrying a shotgun shall use only rifled slugs or #00 buckshot. Department-issued less-lethal shotguns will only carry issued less-lethal rounds. (CALEA 4.3.1.b)

3. If a police vehicle is equipped with a shotgun rack the shotgun is secured in the rack while on duty.

4. Any shotgun found to be defective shall be delivered, as soon as possible, to the Range Master with a memo detailing the defects.

VI. CARBINES

A. Carbines are considered special equipment for use in high risk or special threat situations.

B. Officers are permitted to carry carbines once they have successfully completed a 30-hour Basic Rifle Course. (CALEA 4.3.2)

Qualifications for attending the Basic Rifle Course:

1. Have the recommendation and approval from the officer's chain of command.

2. Carbine privileges may be revoked or suspended by the officer's chain of command for misuse or show of poor judgment.

C. All carbines shall be inspected once each year by the Range Master for safety and maintenance. The Range Master establishes the inspection schedules and notifies the officer when the inspections are scheduled. (CALEA 4.3.1.c)

D. Specifications

1. Semi-automatic, magazine fed. (CALEA 4.3.1.a)

2. Iron sights. (CALEA 4.3.1.a)

3. Equipped with a sling and rail-mounted gun light. (CALEA 4.3.1.a)

4. Equipped with at least two magazines. (CALEA 4.3.1.a)

5. Carried in the trunk of the officer's unit in a protective case or in the front passenger compartment in an approved rifle rack. (CALEA 4.3.1.a)

6. Ammunition is relegated to that issued by the Range Master in .223/5.56 caliber. (CALEA 4.3.1.b)

7. Officers may carry optics or electronic sighting systems of no more than 1-power magnification. ~~Backup iron sights are required.~~ A backup sighting system is required.

8. Upon successful completion of the Precision Rifle Course, officers may carry either a carbine or approved precision rifle with approved, variable optic beyond 1-power magnification. A backup sighting system is required.

9. A list of approved optics shall be maintained by the Range Master.

10. All carbines must have a minimum barrel length of 11.5 inches. A carbine with a barrel length shorter than 16 inches must be registered according to National Firearms Act (NFA) rules and equipped with a sound suppressor.

11. All rifles will have a factory installed fixed or collapsible style stock. Arm braces attached to a buffer tube does not meet this requirement.

12. Muzzle breaks and compensators are NOT permitted. Weapon systems must be fitted with either a flash suppressor or sound suppressor.

VII. PRECISION RIFLES

A. Precision rifles are considered special equipment for use in high risk or special threat situations.

B. Officers are approved to carry a precision rifle with optic if they: (CALEA 4.3.1.a)

1. Are a current ~~or former~~ Tactical team member;

2. Have successfully completed an approved Precision Rifle Course;

3. The make, model and type of weapon system meets specifications established by the Sniper / Observer Team:

a. Chambered in .308

b. Bolt action rifles must be Remington 700 or Winchester pattern

c. Semi-automatic rifles must be AR-10 pattern

d. Weapon system and shooter shall be MOA capable (both are subject to testing)

4. Have the precision rifle inspected and approved by the Range Master

VIII. NON-DEPARTMENTAL WEAPONS

A. Any officer wishing to carry a weapon other than the departmental issue must first submit the weapon to the Range Master for inspection. The Range Master must attest to the following before approving the weapon: (CALEA 4.3.1.c, 4.3.2)

1. The weapon is in good working order.

2. The weapon is of a type and style suitable for law enforcement use and meets departmental requirements.

3. The weapon has approved grip or grip panels, if applicable.

4. The officer has sufficient hand strength to safely and properly handle the weapon.

5. The officer has completed appropriate training and qualified with the weapon.

6. Primary handgun, back-up handgun, and off-duty handguns will have a minimum trigger pull weight of 4.5 pounds. Carbines will have a minimum trigger pull weight of 4 pounds. Shotguns will have a minimum trigger pull weight of 6 pounds. Precision rifles will have a minimum trigger pull weight of 3.5 pounds.

7. External modifications to the handgun must be inspected and approved by the Range Master and are limited to the following:

    a. Changing of factory-supplied iron sights.

    b. The addition of abrasive grip tape, slip on grip enhancer, the application of semi-permanent grip abrasive, and flared magazine wells. *Modifications to the frame (i.e. stippling, removal of material for ergonomics) is limited to reputable companies/manufactures only at the officer's own expense and understanding that factory warranties may be void. A receipt proving such may be requested by the Range Master.

    c. Oversized magazine base plates and magazine extensions that add no more than 6 rounds to the original magazine capacity.

    d. Officers may carry optics or electronic sighting systems of no more than 1-power magnification. Backup iron sights are required. Backup iron sights shall be usable through the optic body and either co-witness or lower 1/3 co-witness with the optic.

    e. ~~The following brands of Red Dot Sights are authorized: Trijicon, Aimpoint, and Leupold.~~ The following Red Dot Sights are authorized: Trijicon RMR & SRO (all variants), Aimpoint ACRO, Leupold DPP, Holosun 508T & 509T, and Steiner MPS. The list is subject to change and final approval is given by the Range Master.

    f. Officers choosing to use a red dot sight shall have proper sealing plates, adapter plates and proper length screws.

g. Any optic used on an approved personally owned firearm for on duty use must be inspected and installed by the Range Master or his designee. Maintenance (batteries, anti-fog application), up-keep and functioning of the red dot system shall be the responsibility of the officer.

h. Officers are required to use Safariland retention holsters made specific to the weapon system.

i. Officers will be required to show proficiency and pass a qualification course of fire with the optic ~~and back up iron sights separately~~ before they are approved to carry the weapon. ~~system~~.

8. Prohibited modifications and substitutions are as follows:

a. Any enhancement procedure that ~~requires the application of heat to either the frame or slide.~~ takes away from factory workability of the weapon.

b. The removal of any material from the ~~frame,~~ slide or barrel is prohibited with the exception of professional milling for the application of an approved optic.

c. Decorative embellishments to any portion of the weapon system.

B. The weapon must be registered and inspected by the Range Master before the officer is allowed to carry the weapon. The weapon is considered “approved for carry” after the weapon and accompanying qualification record has been recorded in the firearms training records management files. (CALEA 4.3.1.c, d)

C. A list of all officers carrying non-departmental weapons, both primary, off-duty, and back-up, is maintained by the Range Master.

D. The weapon may not be carried by the requesting officer until all of the requirements of this section are met.

IX. GAS GUNS AND TEAR GAS (CALEA 22.2.5, 22.2.6)

A. Only approved, trained, and qualified personnel are authorized to carry and deploy gas guns and gas.

B. Gas delivery systems will be inspected annually by the Ranger Master.

C. Repairs of gas guns are coordinated through the Range Master.

X. WEAPON MOUNTED LIGHT SYSTEMS

Officers are allowed to utilize a weapon mounted light system on a department issued or approved semiautomatic duty, off-duty, or back-up handgun, as well as a Department approved carbine or shotgun. Officers will attend a short class on the nomenclature and proper use of the weapon mounted light system and shoot a qualifying score on the MPD weapon mounted light qualification course prior to being authorized to carry the weapon mounted light system.

Any weapon mounted light system is limited to the following features:

1. No laser system of any type

2. White light only

3. Must be finger operated

4. No pressure switches on handguns

5. Must be externally mounted on the front of the weapon under the barrel of approved handguns or affixed to the forearm of a carbine or shotgun.

6. The system must be manufactured specifically for that particular weapon

7. The “flashlight” component of the weapon mounted light system shall remain attached to the weapon at all times and is not to be used as an auxiliary flashlight for general illumination purposes.

8. The Midland Police Department Range Master or designee must approve any weapon mounted light system and accompanying holster. The Range Master will maintain a list of approved weapon mounted light systems.

9. Officers choosing to incorporate a weapon mounted light system must utilize a holster that will accommodate the weapon mounted light system and conform to MPD General Orders Chapter 2 Section 4 Uniforms and Appearance.

XI. AMMUNITION

A. Officers shall carry and use only ammunition that has been approved by the Range

Master. (CALEA 4.3.1.b)

B. All duty ammunition for Department-issued and personally owned primary handguns, carbines, and shotguns is issued by the Range Master once every twelve (12) months or as deemed necessary. Ammunition for off-duty and back-up handguns that is not of 9mm caliber must be provided by the officer and approved by the Range Master. (CALEA 4.3.1.b)

C. Officers carrying semi-automatic pistols may carry up to three extra magazines (high capacity) or four magazines (standard capacity) of approved ammunition. An officer may carry up to eight (8) rounds in a shotgun and five (5) rounds in a shotgun butt stock loop or six (6) in a sidesaddle on the receiver.

D. Officers shall inspect all rounds prior to loading their weapon and make periodic inspections for damaged rounds. Department issued ammunition that has been damaged or exposed to inclement weather may be replaced by the Range Master as necessary. (CALEA 4.3.1.c)

E. Officers shall not carry any hardball, full metal jacket or exploding rounds.

F. Officers carrying a Department-issued or approved shotgun must use only rifled slugs or #00 buckshot issued by the Range Master.

G. Officers carrying a Department-approved carbine will use only that ammunition issued by the Range Master.

XII. HANDLING OF FIREARMS

A. With firearms of any type, the officer's trigger finger should remain outside the trigger guard until the decision is made to fire.

B. The trigger finger should be outside the trigger guard while moving with the drawn weapon, scanning or searching an area, controlling, escorting, or any other time except when the decision to fire has been made and/or firing is actually in progress.

C. Situations in which officers with their weapons drawn come within contact distance (approximately 4-5 feet) of suspects, involve an unusually high risk of both weapon takeaways and unintentional discharges. Accordingly, every effort should be made to avoid such situations. Whenever possible, a backup officer should be utilized to cover the suspect from a safe distance, so that the officer approaching within contact distance to handcuff or search can do so with a holstered weapon. When an officer has no choice but to advance within contact distance with a drawn weapon, this

should be done with the finger outside the trigger guard and with extreme caution lest physical jostling or scuffling may result in an unintentional discharge.

D. A handgun, rifle or shotgun muzzle shall not be held in direct contact with an individual, except as a last resort. Such use is permitted only if the use of deadly force is justified and is the only manner in which the firearm can be discharged without increasing the danger of death or serious bodily injury to the officer or another person.

E. Firearms shall be secured as soon as practical after determining that the use of deadly force is not necessary.

F. Officers should use every tactical tool to avoid surrendering a weapon. An officer may be confronted by an armed person who has the advantage, but the danger is not necessarily reduced by the officer's surrendering his weapon upon demand. Surrendering the weapon means giving up the officer's only chance of survival.

G. Officers shall not exhibit any weapon within the police building. An officer's weapon may be removed from his holster to be placed in a secure area (lock box or locked desk drawer).

H. Officers shall not load or unload any weapon inside the police building or range building unless the weapon is to be processed for a criminal offense or for an inspection by a supervisor.

XIII. CARE OF WEAPONS (CALEA 4.3.1.c)

A. Willful or negligent damage or unauthorized modification to a departmental issued weapon by any employee shall not be tolerated. Incorrect or negligent use of any weapon is prohibited.

B. If a firearm is dropped, whether or not it shows any damage, a memorandum shall be directed to the Range Master before the end of shift. The firearm shall be inspected by the Range Master or a Firearms Instructor before returning to duty.

C. Each employee shall, by every practical means, secure all weapons from unauthorized access. All departmental issued security devices must be properly used to secure departmental issued/authorized firearms. Officers are expected to comply with the state law concerning all firearms under their control. Firearms shall not be left in unsecured vehicles while off-duty or on-duty. When the vehicle is unattended for extended periods of time the firearm may be secured in a protective case in the trunk. All firearms are to be removed from the vehicle if the vehicle is to be turned in

for repairs or removed from the officer's control.

D. All officers are responsible for maintaining their weapons and keeping them clean.

E. Officers are responsible for inspecting their issued or approved weapons for safety and maintenance needs and ensuring that the weapon is safe and functional at all times.

F. All repairs on departmental issue handguns are performed or coordinated through the Range Master. Maintenance for authorized non-departmental weapons is the responsibility of the individual officer. If an authorized non-departmental weapon has been dismantled to be repaired, the weapon shall be taken to the Range Master to be inspected. All weapons must meet factory specifications.

G. Modification or substitution of the factory supplied fire control parts of any primary handgun, back-up handgun, off-duty handgun, carbine, shotgun, or precision rifle is expressly prohibited unless it is performed by a certified armorer and the parts meet or exceed specifications set forth. This includes triggers, safeties, springs, connectors, or any other internal part of any of the above listed weapon that is part of the fire control or safety system of any of the above listed weapons either Department issued or personally owned. This includes removal and polishing or stoning of any of the above-mentioned internal parts on any of the above listed weapon systems.

H. Officers who desire special grips are permitted to obtain, at their own expense, authorized grips. Pistol grips that are authorized must meet the following requirements:

1. Grips must have checkering, stippling or other rough surface.

2. Grips must be black or brown in color.

I. Department issued weapons found to be defective shall be delivered to the Range Master. If the weapon cannot be repaired immediately, the officer will obtain another weapon. When the weapon is repaired, it is returned to the officer. (CALEA 4.3.1.d)

J. All weapons shall be inspected for safety and maintenance needs by the Range Master or Firearms Instructor during the training or qualification sessions.

K. Any department issued or authorized non-department weapon that is found to be unsafe shall be immediately removed from service. If a department issued weapon

cannot be repaired to a safe operating condition it will be destroyed or disassembled for usable parts. A non-department weapon found to be unsafe shall not be carried for any purpose. (CALEA 4.3.1.d)

XIV. COMPULSORY FIREARMS QUALIFICATION AND TRAINING

A. Generally

1. All sworn officers of the Department must qualify with their approved firearms in accordance with the provisions of this General Order.

2. The Department Firearms Training Program includes comprehensive instruction of:

a. Departmental policy on the use of deadly force.

b. Legal requirements.

c. Issuance of the agency Use of Force Policy (CALEA 4.3.4)

d. Moral responsibilities of carrying a firearm.

e. Firearms safety.

f. Firearms proficiency.

g. Firearms cleaning and maintenance.

3. Firearms proficiency training reflects, as closely as possible, those circumstances and conditions that police officers are most likely to confront in real life deadly force situations.

B. Annual Qualifying Requirements

1. All sworn Police Officers are required to exhibit proficiency with each type of firearm they are authorized to carry. This includes the primary duty handgun, an off-duty handgun, a back-up handgun, a less lethal, shotgun, and a rifle (if carried).
(CALEA 4.3.2)

2. All sworn Police Officers are required to qualify annually on a prescribed course of fire with their primary duty handgun, back-up weapon, off-duty

handgun, less lethal, rifle and shotgun, if carried. This qualification will take place during the annual in-service and the courses of fire will be prescribed by the Firearms Sergeant/Range Master. Additional quarterly qualifications are iterated in Section D. (CALEA 4.3.2)

* 3. Recruits attending the Police Academy are required to pass the departmental pistol qualification (4-98A and low light qual ~~2-19LL~~) as well as the departmental shotgun qualification (3-97F or 3-97FM) at 80% or above to graduate the academy.

4. Firearms instructors are required to achieve a minimum score of 90% on the annual firearms qualification course. In addition, firearms instructors will be required to demonstrate the ability to meet a baseline requirement on basic weapon handling skills with handguns, rifles, and shotguns, and also demonstrate the ability to safely and effectively diagnose and rehab problem shooters. (CALEA 4.3.2)

5. Officers shall exhibit proficiency in the safe handling and proper cleaning of the weapon. This shall be observed by Firearms Instructors at all times. Violations of safety rules and improper weapons maintenance shall be brought to the Officer's immediate attention and instruction given to correct the deficiencies. (CALEA 4.3.3.a)

C. Failure to Qualify

1. Officers participating in firearms qualification will have two attempts to score 80% or more with their handgun, rifle (if carried), and shotgun (if carried).

2. Officers who fail to score at least 80% with any of the above weapons are considered to have failed and must attend remedial training immediately as detailed below in “E”.

3. Officers who fail to qualify after the initial remedial training session will be placed on Administrative Duty until they successfully meet the qualification standards.

4. Firearms Instructors must inform the Training Division immediately in writing of any failure to qualify by any officer. The memorandum will identify the officer, the course of fire, the number of attempts to qualify, any corrective action taken by the instructor and any perceived problems noticed by the

instructor. The memorandum must be turned in Training, through the chain of command.

D. Quarterly Firearms Qualification

1. Quarterly firearms qualifications will be on prescribed courses developed by the Firearms Sergeant/Range Master. All personnel shall qualify quarterly on all duty weapons (i.e., duty pistol, backup, rifle, shotgun) if carried. ~~If not carried on-duty, such as an off-duty pistol, all personnel shall qualify on these weapon systems only during annual in-service if carried.~~

2. Quarterly firearms qualifications will require a minimum score of 80% or will be based on a pass/fail basis.

3. If minimum score is not met, remedial training will be required and follow remedial training procedures outlined.

E. Remedial Firearms Training Procedures - Initial Remedial Session (CALEA 4.3.3.c, 33.1.5)

1. The remedial session will be conducted immediately by the Firearms Instructor in charge of the training or qualification at that time. Remedial will not exceed 100 rounds of ammunition.

2. The duration of the initial remedial session will be no more than two hours in length and will be based on a series of objectives identified by instructors during training or qualification exercises.

3. The officer will fire a course or courses of fire designated by Firearms Training that will allow the instructors to develop a series of objectives and exercises designed to improve the officer's skill level.

4. After the training session, the officer will be given one attempt to pass the course of fire. If the officer fails after this attempt, the instructor will write a memo detailing the training session and will forward the memo through the Firearms Training Division and officer's chain of command to the Chief of Police.

5. Officers who fail to qualify after the initial remedial training session will be placed on Administrative duty and scheduled for a second session within two business days.

F. Remedial Firearms Training Procedures, Second Remedial Session (CALEA 4.3.3.c, 33.1.5)

1. The second remedial training session will be conducted by the Range Master and one Firearms Instructor within two business days of the initial failure.

2. The duration of the performance evaluation will be no longer than four hours in length and will be based on a series of objectives designed to improve the officer's skill level.

3. The officer will fire a course or courses of fire designated by Firearms Training that will allow instructors to identify problems and develop exercises to correct identified problems and increase the officers' skill level.

4. After the completion of the performance evaluation, the officer will be given two attempts to pass the course of fire. If the officer fails after two consecutive attempts, the evaluating instructors will forward independent reports through the chain of command to the Chief of Police with a final evaluation of the officers' skill level pertaining to firearms proficiency. The report must be completed within of the performance evaluation.

5. All records of the officer's initial session and performance evaluation will be maintained by Firearms Training.

6. The Range Master is responsible for developing a comprehensive training plan for each performance evaluation based on the needs of the individual officer.

7. Officers who fail the second remedial session will be scheduled for a third remedial training session within two business days of the second remedial session.

G. Third and Final Remedial Firearms Session. (CALEA 4.3.3.c, 33.1.5)

1. The third and final remedial Firearms session will be conducted by the Range Master and a Firearms Instructor within two business days of the second remedial session.

2. The duration of the performance evaluation will be no longer than eight hours in length and will be based on a series of objectives designed to improve the officer's skill level.

3. The officer will fire a course or courses of fire designated by Firearms Training that will allow instructors to identify problems and develop exercises to correct identified problems and increase the officers' skill level.

4. After the completion of the performance evaluation, the officer will be given two attempts to pass the course of fire. If the officer fails after two consecutive attempts, the evaluating instructors will forward independent reports through the chain of command to the Chief of Police with a final evaluation of the officers' skill level pertaining to firearms proficiency. The report must be completed within 48 hours of the performance evaluation.

5. All records of the officer's initial session and second session will be maintained by Firearms Training.

6. The Range Master is responsible for developing a comprehensive training plan for each performance evaluation based on the needs of the individual officer.

7. The Officer's final disposition will rest with the Chief of Police.

H. Performance Evaluation Failure Procedures

1. The Range Master will include a recommendation in the performance evaluation report based on the officer's performance during all phases of the training process.

2. Recommendation may include, but are not limited to, permanent removal from armed duty status, temporary removal from armed duty status due to transient problems, additional training and evaluation, and medical referral for perceived medical problems.

3. The final disposition of the officer will rest with the Chief of Police.

I. Failure with Non-Primary Duty Weapons (CALEA 4.3.2, 4.3.3.c)

Officers who fail to qualify with off-duty or back-up handgun will not be permitted to carry the weapon until all qualification requirements have been met.

~~J. Firearms Proficiency Awards~~

~~1. The Firearms Proficiency Awards course of fire will be established by Firearms~~

~~Training.~~

2. ~~To participate in the Awards course, officers must have participated in all required qualification courses and training activities for four consecutive quarters prior to competing for an award.~~

3. ~~The course of fire will be based on safety, weapons handling, practical skills, and proficiency.~~

4. ~~Eligible officers may attain a Marksman Designation by accumulating sufficient points on a duty handgun and shotgun course. Officers must have averaged 80% or better on all scored (excluding PASS/FAIL) courses for the consecutive four quarter period with their primary duty weapon.~~

5. ~~Eligible officers may attain a Sharpshooters designation by accumulating sufficient points on a duty handgun and shotgun course. Officers must have averaged 85% or better on all scored (excluding PASS/FAIL) courses for the consecutive four quarter period with their primary duty weapon.~~

6. ~~Eligible officers may attain an Expert designation by accumulating sufficient points on a duty handgun and shotgun course. Officers must have averaged 90% or better on all scored (excluding PASS/FAIL) courses for the consecutive four quarter period with their primary duty weapon.~~

7. ~~Master may be attained by accumulating sufficient points on a duty handgun, shotgun and rifle course of fire. Officers must have averaged 90% or better on all scored (excluding PASS/FAIL) courses for the consecutive four quarter period using their primary duty weapon.~~

8. ~~Firearms Training will set aside one day each quarter to test interested officers. Only officers who have passed the Firearms Proficiency Award course may wear the award on their uniforms.~~

9. ~~Any level of proficiency that has been maintained for a three-year period will be considered a Lifetime Award and further testing will not be required unless the officer is attempting a higher level of award than the Lifetime Award.~~

10. ~~Records regarding awards will be maintained by Firearms Training, however, awards are voluntary and maintenance of the award is the responsibility of the officer.~~

K. Scheduling and Participation

1. Commanders must reserve the range through the Range Master.

2. Commanders make arrangements and schedules for their Officers to participate in firearms training.

3. Any unauthorized absence of assigned personnel is considered absence without leave.

XV. FIRING RANGE PROCEDURES

A. Responsibilities

1. A Firearms Instructor shall be present at the range during shooting and is responsible for conduct on the range.

2. Each Officer is under the command of the Range Master or a Firearms Instructor and is directed to obey all directions of the Instructor.

3. All Officers, while attending Firearms Training, are responsible for adhering to all safety rules and procedures. The Firearms Instructor conducting the training shall review the rules of firearm safety at the beginning of each session as outlined in XV. B of this order.

4. Firearms Instructors shall correct anyone that is observed violating safe weapon handling. If this person, once cautioned, continues to violate safe weapon handling or careless shooting habits, they shall be ordered off the range. A memorandum concerning the incident is directed to the Range Master who will forward the memo through the chain of command.

5. In the event anyone is injured and requires medical attention, the injured party, witnesses and the Firearms Instructor shall submit a detailed report to the Range Master who will forward it through the chain of command.

6. Each Officer is responsible for policing the grounds for empty brass or any other items used.

7. Officers shall properly clean all firearms and the area used to clean firearms. The Range Master or Firearms Instructor shall inspect each weapon for cleanliness before the Officer leaves the range.

8. Shooting shall be allowed in designated areas only.

9. No one shall shoot the steel targets with rifles, magnum rounds or shotgun slugs.

10. No one may shoot wildlife unless necessary (Predator Control).

B. Firearms Safety Rules

1. All guns are always loaded. Treat all guns as if they are always loaded. There are no exceptions. Even if you just checked your firearm, check it again.

2. Never let the muzzle cover anything you are not willing to destroy.

3. Keep your finger off the trigger until your sights are on the target. You cannot fire any faster by leaving your finger on the trigger when your firearm is drawn. Leaving your finger on the trigger can cause an unintentional discharge from a startle response or a sympathetic muscle movement.

4. Be sure of your target. Never shoot at anything you have not positively identified. You must also be aware of what is between you and your target and what is behind your target.

C. General Safety Rules

1. Keep your firearm holstered until otherwise instructed. Shotguns and rifles will be carried muzzle down, safety engaged.

2. Stand firm on the line. Do not fidget or move around.

3. Do not turn around with a pistol in your hand. Holster first, then turn around. Shotguns and rifles will be grounded, safety engaged or lowered to a muzzle down position with the safety engaged before turning around.

4. Do not let a firearm “dangle” in your hand. You must control the firearm the entire time it is in your possession.

5. Keep the muzzle pointed downrange when loading/unloading. Check or load magazines with the pistol holstered.

6. Keep your finger off the trigger and out of the trigger guard when in motion.

7. If you need to work with your firearm off the line, use a safe area and inform a firearms instructor of your intentions.

8. When you have an “unclearable” malfunction, hold the firearm downrange and notify a firearms instructor immediately.

9. Always unload the firearm if it is to be left unattended (cleaning, maintenance, etc.) or handed off to an instructor or other shooter.

10. Do not handle or dry fire a firearm behind the line.

11. Before loading a firearm, check the bore and chamber to see that there are no obstructions.

12. Do not anticipate range commands. Wait for commands to be called out. If you do not understand a command, raise your hand and ask for the command to be repeated.

13. If a delay occurs on the firing line and you are in single action, de-cock your firearm (or engage the safety on shotguns and rifles) and stand by for further instructions.

14. No “horseplay” during firearms training.

15. Non-law enforcement personnel are prohibited from using the range without permission from the Chief of Police or Firearms Training.

16. Persons using substances (alcohol, drugs) which may depress, inhibit or otherwise have a negative effect on the ability to physically and mentally respond are prohibited from entering the range.

17. There will be no smoking on the firing line.

18. Wrap-around eye protection, ear protection and a cap with a bill facing forward is required equipment. Sounds above 90 decibels can damage hearing. Splatter is possible from steel targets, ejected brass and burning powder.

XVI. FIXED BLADE EDGED WEAPONS AND UTILITY KNIVES (CALEA 4.3.1.a)

Effective Date	August 1993
Revision Date	09/2022
Review Date	
Previous Revision Date	06/2020
Affects: Sworn Personnel	
Chapter 3 Section 13 **Weapons and Defensive Equipment**	

A. Department Approved Fixed Blade Edged Weapons

1. Blade length of no less than 2.5 inches, but no more than 5.5 inches.

2. Officers can carry either single or double-edged knives.

3. Handle must be constructed of material that allows for sufficient grip under extreme conditions (wet).

4. Scabbards must be constructed of materials (Kydex or similar composites) that ensure retention under hazardous conditions (pursuit, physical engagement) and located in a place allowing for protection, retention, and deployment of the weapon system.

5. Color of the handle and scabbard must be consistent with uniform and leather gear so as to avoid detection or appear extreme in nature to the public.

6. No emblems, insignias or markers deemed as offensive may be present on the handle, scabbard or any location that may be readily observed by the public.

7. Officers who qualify to carry an edged weapon must have the knife and scabbard evaluated and approved by an Edged Weapons Instructor prior to deployment. (CALEA 4.3.1.c)

8. Fixed Blade Approved Use

   a. The use of approved fixed blade knives will be relegated to utility purposes and, in extreme cases, as defensive equipment.

   b. Officers must be mindful of the fact that fixed blade knives should not be considered as primary weapon systems unless extreme circumstances dictate such.

   c. Misuse of this tool will result in loss of certification and ability to carry a fixed blade system. (CALEA 4.3.2)

9. Fixed Blade Training / Certification (CALEA 4.3.2)

a. Officers desiring to carry an approved, fixed blade knife are required to attend and successfully complete a certification course as established by the Training Division (CALEA 4.3.3.a & b).

b. Re-certification will be conducted yearly and in accordance with policy governing the carry of department approved defensive equipment. (CALEA 4.3.3.a)

c. An Edged Weapon Instructor may revoke an officer's authorization to carry a fixed blade knife if the officer fails to demonstrate proficiency (CALEA 4.3.3.c).

d. If an officer's authorization to carry the fixed blade knife is revoked, the Edged Weapon Instructor shall notify the officer's Division Commander, Bureau Commander, and the Training Division by memorandum. (CALEA 4.3.3.b)

B. Utility Knives (Folding / Assisted Opening)

1. Folding / assisted opening knives are to be carried as a utility tool. However, recognizing that extreme situations call for drastic measures, a folding / assisted opening knife could be deployed as a defensive weapon. They are not recommended for this use due to the possibility of failure on the part of locking mechanisms and resultant injury to the officer.

2. Folding / assisted opening knives are not subject to the same training / certification requirements established within this General Order and relegated to Fixed Blade Edged Weapons.

3. Folding / assisted opening knives may be carried in a scabbard, affixed to the wearer's pocket or waist band by a clip, or concealed in a manner that will ensure retention and prevent retrieval by an assailant.

4. Folding / assisted opening knife blades are not to exceed 5.5 inches in length.

XVII. MISCELLANEOUS DEFENSIVE EQUIPMENT

A. Chemical Spray

1. No officer is issued or authorized to carry or use chemical spray until the officer has successfully completed a course of training prescribed and

approved by the Training Section. Officers must be specifically authorized to carry chemical spray. (CALEA 4.3.2)

2. Officers who have been authorized to carry chemical spray may be requested by an instructor to demonstrate proficiency. (CALEA 4.3.2)

3. An instructor may revoke an officer's authorization to carry chemical spray if the officer fails to demonstrate proficiency.

4. If an officer's authorization to carry chemical spray is revoked, the instructor shall notify the officer's Division Commander, Bureau Commander and the Training Section by memorandum.

5. Only departmental issued chemical spray may be carried.

6. Officers shall not alter or modify the chemical spray canister or any part of the trigger mechanism in any manner.

B. Police Batons

1. No officer is issued or authorized to carry or use Control and Restraint Baton until the officer has successfully completed a course of training prescribed and approved by the Training Section. Officers must be specifically authorized to carry the baton. (CALEA 4.3.2)

2. Officers who have been authorized to carry the baton may be requested by a Baton Instructor to demonstrate proficiency. (CALEA 4.3.2)

3. A Baton Instructor may revoke an officer's authorization to carry a baton if the officer fails to demonstrate proficiency.

4. If an officer's authorization to carry the baton is revoked, the Baton Instructor shall notify the officer's Division Commander, Bureau Commander and the Training Section by memo.

5. Only departmental issued Control and Restraint Baton or approved Control and Restraint Batons may be carried.

6. Any officer wishing to carry a Control and Restraint Baton not issued by the Midland Police Department will have to have it inspected and authorization to carry from a Senior Baton Instructor.

7. Officers shall not alter or modify the Control and Restraint Baton.

C. Shocking Devices

Employees shall not carry or use any type of shocking device.

D. Handcuffs

1. Handcuffs are double locked when placed on arrested persons.

2. Unless a physical deformity or condition prohibits, officers handcuff all arrested persons with their hands behind their backs.

3. Officers who wish to carry a second pair of handcuffs carry them in a handcuff case or out of sight.

4. The Department issued key must unlock all handcuffs carried by an officer.

E. Flex cuffs

1. Flex cuffs may be used by officers but are carried out of sight. Flex cuffs are only used when officers do not have sufficient handcuffs.

2. When used, flex cuffs are drawn to a snug fit but not so tight as to cause a restriction in blood flow.

F. Others

Slap jacks, black jacks, brass knuckles, illegal clubs, illegal knives, and other illegal weapons are prohibited.

Effective Date	August 1993
Revision Date	12/2022
Review Date	01/2018
Previous Revision Date	02/2018
Affects: All Personnel	

Chapter 1 Section 6
Written Directive System

E. Annual Review

The Accreditation Manager ensures all written directives are reviewed or revised as needed. Some General Orders are reviewed annually, while most are reviewed as the need arises, or at a minimum triennially. This review is to determine if General Orders should be canceled, revised, or allowed to remain in their present form. The review is coordinated by the Accreditation Manager. The revision or review date will be recorded in the header of the affected written directive. (CALEA 12.2.1.e)

F. Care and Maintenance of General Orders

1. General Orders shall be kept clean, up-to-date, and accessible to all personnel via the PowerDMS system at all times.

2. General Orders are organized by subject matter and indexed by a General Order Number. (CALEA 12.2.1.e)

3. Periodic training is conducted to assure that all employees are kept up to date and are familiar with General Orders.

4. When revisions are received, old orders bearing the same number are archived indefinitely within the PowerDMS system. The new General Order is electronically published to replace the revised General Order. (CALEA 12.2.1.e)

5. All employees are required to read each revision and to familiarize themselves periodically with the contents of General Orders.

*6. The Chief of Police shall submit all amendments or modifications to General Orders to the City Manager for administrative review and approval on an ~~annual~~ basis.

III. SPECIAL ORDERS

A. Uses Defined

Effective Date	August 1993
Revision Date	06/2023
Review Date	06/2023
Previous Revision Date	12/2022
Affects: All Personnel	

Chapter 1 Section 6
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5. All employees are required to read each revision and to familiarize themselves periodically with the contents of General Orders.

*6. The Chief of Police shall submit, not less than annually, all amendments or modifications to General Orders to the City Manager for administrative review and consideration by the City Council during a public meeting.

III. SPECIAL ORDERS

A. Uses Defined

Effective Date	February 1999
Revision Date	01/2018
Review Date	01/2018
Last Revision Date	12/2008
Affects: Sworn Personnel	

Standard Operating Procedure
Sniper/Observer

I. STATEMENT OF PURPOSE

To establish responsibilities of the Sniper / Observer Element on scene and list the equipment assigned to the Sniper / Observer team members.

II. RESPONSIBILITIES

Once deployed, the Rifle Team will have the following responsibilities and follow these standard operating procedures.

A. Establish rules of engagement with Tactical Team Coordinator

B. Divide into 2-man teams: Observer/Sniper.

C. Begin gathering intelligence from officers and witnesses. Scout the scene and establish a location to best view the suspect's location.

D. Begin advising command post of intelligence gathered, consisting of suspect location, any additional information about suspect if available, i.e., height, weight, hair color, clothing worn by suspect, description of residence or location of dwelling, notation of any vehicles parked in area, etc.

E. Recommendations for potential placement of Tactical Team members.

F. Sniper/Observer will provide protective watch over his team, other officers, civilians and or hostages by bringing precision fire against designated human targets, with the intent to immediately terminate the dangerous actions of that designated target. In this action, state law relating to the use of deadly force by police officers, as well as any and all applicable departmental policies will regulate the sniper's decision.

G. Observer:

1. Provide protection for Sniper
2. Serve as spotter of target for sniper and assist with target identification
3. Advise sniper of wind condition, range to target and obstacles, which may affect snipers ability to deliver precision rifle fire.

Effective Date	February 1999
Revision Date	01/2018
Review Date	01/2018
Last Revision Date	12/2008
Affects: Sworn Personnel	

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2. Serve as spotter of target for sniper and assist with target identification
3. Advise sniper of wind condition, range to target and obstacles, which may affect snipers ability to deliver precision rifle fire.
4. Assist with equipment

Effective Date	February 1999
Revision Date	01/2018
Review Date	01/2018
Last Revision Date	12/2008
Affects: Sworn Personnel	
Standard Operating Procedure **Sniper/Observer**	

C. Rifle Team

Each Rifle Team member will keep and maintain the following equipment:

1. Department approved handgun
2. .308 and/or .223 rifle
3. AR-15 rifle issued by Department or approved for carry by Tactical Unit Commander and Range Master
4. Radio
5. Nomex gloves
6. Elbow and knee pads
7. Ballistic vest and Helmet
8. Binoculars
9. Spotting scope (one per team)
10. Log book for .308 and/or .223 rifle
11. Backpack containing the following:
    a. Extra water
    b. MRE/ Snacks (optional)
    c. Extra ammo- .308 and .223
    d. Duct tape
    e. Rain gear/Poncho
    f. Flex-cuffs
    g. Blanket/Poncho liner/mat

Effective Date	February 1999
Revision Date	01/2018
Review Date	01/2018
Last Revision Date	12/2008
Affects: Sworn Personnel	
Standard Operating Procedure **Sniper/Observer**	

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Effective Date	11/2014
Revision Date	
Review Date	08/2023
Previous Revision Date	08/2020
Affects: Sworn Personnel	

Chapter 5 Section 8
Rapid Response to Active Threats

c. Establish Inner and Outer perimeters to:

1. Preventing suspects from leaving without challenge;
2. Prevention of additional suspects or bystanders from entering the perimeter;
3. Providing cover for incident personnel;
4. Diverting vehicle traffic from the perimeter;
5. Reporting observations that are significant to terminating the active threat and for the investigation.

d. Begin establishing and deploying rescue teams.

e. Direct victims to safety by utilizing either shelter-in-place or evacuation. If evacuating, establish a safety corridor of first responders to the desired exit point to ensure safety of victims. Do not evacuate to parking area to prevent situations involving secondary targets. Closely check area and path to the evacuation point.

f. Coordinate with Fire/EMS to establish a triage area for injured persons. The triage area should be a room or open area (if outside of the structure) capable of holding all victims with injuries that require medical treatment. A series of rooms next to each other can be considered if casualties exceed available space.

g. Communicate with all involved responders to ensure the area remains secure while facilitating victim treatment.

2. Rescue Teams

a. Begin establishing and deploying rescue teams. The priorities for a Rescue Team are to locate, recover, and facilitate the evacuation process of victims to safe areas or to medical personnel for treatment.

b. Depending upon the situation, a Rescue Team can follow behind the

Effective Date	11/2014
Revision Date	
Review Date	08/2023
Previous Revision Date	08/2020
Affects: Sworn Personnel	

Chapter 5 Section 8
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ATTACHMENT 19

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Effective Date	August 1993
Revision Date	04/2006
Review Date	10/2014
Previous Revision Date	01/2005
Affects: All Personnel	
Chapter 7 Section 6 **Cadet Program**	

VI. GENERAL GUIDELINES

A. Cadets may work up to 30 hours a week during the school term. The actual number of hours is determined by the Personnel/Recruiting Sergeant and is based on the Cadet's grades.

B. Cadets comply with the same standards of conduct, on and off-duty, as those for a police officer.

C. Cadets are furnished uniforms and cleaning.

D. Cadets may be assigned to work in any bureau.

E. Upon completion of each work assignment, the Cadet is evaluated by the supervisor. These evaluations are maintained by the Personnel/Recruiting Sergeant.

F. At the beginning of each semester, the cadets will be rotated to a new assignment. Cadets are expected to work in all areas through the process of rotation. Cadets may be moved anytime at the discretion of the Personnel/Recruiting Sergeant when needed.

* G. All cadet assignments will be made by the Personnel/Recruiting Sergeant, with approval of the Support Services Deputy Chief, based on review of the job outlines and descriptions.

H. Cadets may ride as an observer during off-duty hours with the approval of their supervising Lieutenant. Applicable guidelines are outlined in the Civilian Observer General Order (Chapter 10 Section 12).

I. Cadets may remain in the program until 60 hours are obtained with a 2.0 or better GPA or 45 hours with previous law enforcement experience or prior military experience. Cadets within six months of their 21st birthday and who have obtained

Effective Date	August 1993
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* G. All cadet assignments will be made by the Personnel/Recruiting Sergeant, with approval of the Professional Standards Division Lieutenant, based on review of the job outlines and descriptions.

H. Cadets may ride as an observer during off-duty hours with the approval of their supervising Lieutenant. Applicable guidelines are outlined in the Civilian Observer General Order (Chapter 10 Section 12).

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Effective Date	August 1993
Revision Date	12/2020
Review Date	06/2021
Previous Revision Date	02/2020
Affects: Sworn Personnel	

Chapter 5 Section 2
Tactical Unit

I. STATEMENT OF PURPOSE

This order is intended to establish guidelines for the deployment of personnel assigned to the Tactical Unit, encompassing the SWAT Team, Crisis/Hostage Negotiation Team, and Bomb Unit. The primary objective of this specially trained and equipped Unit is to resolve high-risk situations in order to safeguard the lives of citizens and fellow law enforcement officials.

II. SUPERVISION

A. Chain of Command

1. Tactical Unit

a. Tactical Unit Commander

* b. Tactical Team Leaders

c. Assistant Team Leaders

d. Designated Team Member

* 2. Tactical Command Staff is comprised of the Tactical Unit Commander, the SWAT Team Leaders, and the Assistant Team Leaders

B. Tactical Unit Commander

1. Responsible for the overall management of the Tactical Unit and reports directly to the designated Deputy Chief.

2. Supervises all supervisors within the structure of the Tactical Unit.

3. Coordinates tactical operations through cooperation and communication with the on-scene commander during a crisis situation.

4. Coordinates with and supervises the Crisis/Hostage Negotiation Team during a crisis situation.

5. The Unit Commander or his designee ensures that team members are properly trained and equipped for tactical operations. Operational plans, procedures, and equipment are reviewed annually and modified as needed. (CALEA 33.6.2)

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Revision Date	12/2020
Review Date	06/2021
Previous Revision Date	02/2020
Affects: Sworn Personnel	
Chapter 5 Section 2 Tactical Unit	

* 6. Ensures that all tactical team members and supervisors meet required standards of physical fitness and tactical competency.

7. Ensures that plans for tactical unit mobilization are current and that the communications center maintains an updated roster of Tactical personnel complete with addresses and phone numbers.

8. Removal from the SWAT Team is solely within the discretion of the SWAT Commander.

C. SWAT Team Leader(s)

1. Assists the Tactical Unit Commander in assigned duties and assumes control of the SWAT Team in the absence of the Tactical Unit Commander.

2. Provides line supervision to the assigned team members at the direction of the Tactical Unit Commander.

3. Ensures that all team members are properly equipped and briefed on assignments during tactical operations.

4. Conducts monthly inspections of personnel, equipment, and vehicles.

* 5. Ensures that all tactical team members and supervisors, to include the Tactical Unit Commander, meet required standards of physical fitness and tactical competency.

D. SWAT Team Members

Officers who are assigned to the tactical unit serve in such capacities as an additional duty, over and above their regular assignments. Team members resume the duties of their normal assignments when not actively involved in a tactical assignment, operation, or training.

III. SELECTION CRITERIA FOR TACTICAL UNIT MEMBERS (CALEA 46.2.2)

A. SWAT Team

1. SWAT Team selections are made as vacancies exist. The notification for selection is distributed department-wide by the Personnel Sergeant at least two weeks prior to the selection process.

2. Assignment to the SWAT Team is voluntary and open to all officers that meet and comply with the following criteria and requirements:

   a. Submission of a resume citing experience and training. Plus letters of recommendation from a Sergeant and a Lieutenant who have supervised you within the last two years. These letters must address what specific characteristics, strengths, and abilities that the supervisor feels would make you a good candidate for this Tactical Unit position.

   b. Minimum of two years experience as determined by date of commission with the Midland Police Department.

   c. Selection will be made through the Administrative Review policy.

   d. Applicants' background review must show suitability for tactical assignments and an aptitude to function as a team member.

   e. Be in excellent physical condition. Applicants, as well as members, are required to score 50% or above in all categories on the Department Physical Fitness Assessment test. In addition, applicants and team members are required to successfully complete, semiannually, a series of marksmanship, physical conditioning and obstacle course tests as approved by the Tactical Team Coordinator. Applicants, as well as members, are required to be non-smokers.

   f. Applicants must exhibit firearms proficiency with a Department approved semi-automatic pistol. A qualifying score of 85% or better on the previous two department quarterly qualifications courses is required, absent remedial training and testing.

   g. Applicants meeting the above requirements are eligible to participate in the Tactical Unit Tryouts that shall include, but is not limited to: obstacle course, shooting exercises, job specific tasks and appear before an oral interview board convened by the Tactical Unit Commander.

h. The Personnel Sergeant submits a list of qualified applicants, based upon the above selection criteria, to the Tactical Unit Commander, designated Deputy Chief, and Chief of Police for final selection. Qualified applicants are placed on an eligibility list effective for one year.

* i. Once selected to the SWAT Team, applicants must complete and pass a TCOLE Basic SWAT Training School scheduled by their SWAT Team Leader. Sniper/Observer Element members must complete an approved Precision Rifle Training course scheduled by the Sniper Team Leader, with recommendation from the Sniper/Observer Element Leader. (CALEA 33.6.2)

j. Sniper/Observer Element selections are made as vacancies exist and are open exclusively to past and current Entry Element Members possessing a minimum of one-year experience and past Entry Element Members in good standing.

k. All SWAT Team members are evaluated on a continuing basis and may be removed for cause by the Tactical Unit Commander, with recommendations from the Tactical Unit Command Staff (SWAT Team Leaders, and/or their designees). Actions deemed unlawful, unprofessional, or that bring discredit to the Tactical Unit constitute grounds for immediate removal.

B. SWAT Team Supervisors

1. The Tactical Unit Commander will be selected by the Chief of Police.

*

2. The SWAT Team Leaders will be selected by the Tactical Unit Commander with recommendation from the Tactical Unit Supervisors.

3. All SWAT Team Supervisors will meet or exceed the Department's physical fitness standards.

4. Due to the unique nature of the Tactical Unit mission, it is imperative that only the most qualified personnel be assigned to supervisory positions. For this reason, individuals are placed in supervisory roles based on tenure with the SWAT Team, and capabilities, regardless of Department rank.

C. Crisis/Hostage Negotiation Team (CALEA 46.2.4)

1. Crisis/Hostage Negotiation Team selections are made as vacancies exist. The notification for selection is distributed department-wide by the Personnel Sergeant at least two weeks prior to the selection process.

2. Assignment to the Crisis/Hostage Negotiation Team is voluntary and open to all officers that meet and comply with the following criteria and requirements:

    a. Submission of a resume citing experience and training plus letters of recommendation from a Sergeant and a Lieutenant who have supervised you within the last two years. These letters must address what specific characteristics, strengths, and abilities that the supervisor feels would make you a good candidate for this Tactical Unit position.

    b. Minimum of one year of law enforcement experience with Midland Police Department.

    c. Selection is made through the Administrative Review policy.

    d. Applicants' background review must show an aptitude to function as a team member, suitability for tactical assignments, and possess good verbal skills and problem-solving abilities.

    e. Applicants meeting the above requirements are eligible to appear before an oral interview board convened by the Personnel Sergeant.

    f. A list of qualified applicants, based upon the above selection criteria, is submitted to the Tactical Unit Commander, the designated Deputy Chief and the Chief of Police by the Personnel Sergeant for final selection. Qualified applicants not selected to the team are placed on an eligibility list effective for one year.

    g. Once selected to the Crisis/Hostage Negotiation Team, members must complete and pass a FBI Hostage Negotiation School or equivalent as selected by the Tactical Unit Commander or the designated Crisis/Hostage Negotiation Team Leader. (CALEA 33.6.2)

    h. All Crisis/Hostage Negotiation Team members are evaluated on a continuing basis and may be removed for cause by the Tactical Unit Commander, with recommendation from the Team Leader.

D. Bomb Unit

1. Bomb Unit selections are made as vacancies exist. The notification for selection is distributed department-wide by the Personnel Sergeant at least two weeks prior to the selection process.

2. Assignment to the Bomb Unit is voluntary and open to all officers that meet and comply with the following criteria and requirements:

   a. Submission of a resume citing experience and training. A letter of recommendation from a Sergeant and a Lieutenant who have supervised you within the last two years is required. These letters must address what specific characteristics, strengths, and abilities that the supervisor feels would make you a good candidate for this Tactical Unit position.

   b. A minimum of three years experience as determined by date of commission with the Midland Police Department. Prior experience can be a factor in substituting year requirement with MPD once the officer has completed their 1 year probation based on Command Staff approval.

   c. Selection will be made utilizing the FBI STB 2013-1 “Guide for Selecting Bomb Squad Personnel”.

   d. Applicants’ background review must show suitability for tactical assignments and an aptitude to function as a team member.

   e. Be in excellent physical condition. Applicants, as well as members, are required to score 50% or above in all categories on the Department Physical Fitness Assessment test. In addition, applicants and team members are required to successfully complete, semiannually, a series of physical ability tests as approved by the Bomb Squad Commander. Applicants, as well as members, are required to be non-smokers.

   f. Applicants must exhibit firearms proficiency with a Department approved semi-automatic pistol. A qualifying score of 85% or better on the previous two department quarterly qualifications courses is required, absent remedial training and testing.

g. Applicants meeting the above requirements are eligible to participate in the Bomb Unit Tryouts that shall include, but is not limited to: obstacle courses, shooting exercises, job specific tasks, written tests, and appear before an oral interview board convened by the Bomb Unit Commander.

h. The Personnel Sergeant submits a list of qualified applicants, based upon the above selection criteria, to the Bomb Unit Commander, designated Deputy Chief, and Chief of Police for final selection. Qualified applicants are placed on an eligibility list effective for one year.

i. Once selected to the Bomb Unit, applicants must complete and pass a TCOLE Basic SWAT Training School scheduled by a SWAT Team Leader. Bomb Unit members must complete the Hazardous Devices Basic Course scheduled by the FBI. (CALEA 33.6.2)

j. All Bomb Unit members are evaluated on a continuing basis and may be removed for cause by the Bomb Unit Commander, with recommendations from the Command Staff. Actions deemed unlawful, unprofessional, or that bring discredit to the Bomb Unit constitute grounds for immediate removal.

3. Bomb Unit Commanders

a. The Bomb Unit Commander is the senior Bomb Tech on the team.

b. The Bomb Unit Commander is the point of contact with Federal Agencies in matters of hazardous devices.

c. The Bomb Unit Commander will meet or exceed the Department's physical fitness standards.

d. Due to the unique nature of the hazardous devices mission, it is imperative that only the most qualified personnel be assigned to supervisory positions. For this reason, individuals are placed in supervisory roles based on tenure with the team, and capabilities, regardless of Department rank.

IV. TACTICAL UNIT TRAINING

A. SWAT Team members who fail to meet the established minimum maintenance standards, either with assigned weapons or physical fitness, shall be suspended from all tactical operations unless or until the standards are met. Members have 30 days to make standards or be removed from the team. If injured, the member has 30 days from the date of the physician's release to meet standards.

* B. Mandatory SWAT training is held semimonthly at a time designed by Tactical Command Staff.

C. Sniper/Observer Element members are allotted 4 additional hours monthly to practice individually. The additional four hours duty time for individual practice is scheduled by the member's immediate supervisor.

* D. Combined mandatory training for all Tactical Unit Teams is held annually for one week as scheduled by the Tactical Command Staff.

V. TACTICAL UNIT DUTIES (46.2.1.b)

A. Tactical Unit members may be utilized in various capacities that include, but are not limited to the following:

1. Perimeter security
2. Building entry and suspect apprehension
3. Negotiations with hostage-takers and barricaded subjects
4. Hostage rescue
5. Team security
6. Apprehension of armed and/or dangerous persons
7. Execution of search/arrest warrants
8. Delivery of special purpose munitions
9. Dignitary protection
10. Coverage of search and rescue missions, emergencies, disasters, and civil disorders

11. Coverage of high-risk narcotics situations

* B. Tactical Unit members are on 24-hour call and may be required to respond to emergency situations during non-duty hours. Members are required to inform respective Team Leaders of all scheduled absences or instances that would render a member unavailable for duty.

VI. TACTICAL EQUIPMENT (CALEA 46.2.3)

A. Tactical Unit members, based upon their assignment, are issued specialized equipment in addition to regularly issued equipment. Each member shall be responsible for the routine maintenance, secure storage, and accessibility of the issued equipment. Supplemental equipment is kept in a secured storage area of the Police Department or in the SWAT Van, under the control of the Tactical Unit Commander or his designee. (CALEA 46.2.2)

B. All Tactical equipment is subject to periodic inspections and shall be inspected monthly by the SWAT Team Leaders pursuant to Line Inspection procedures.

C. Special purpose Tactical weapons utilized by the Tactical Unit are carried and utilized only by team members trained in the use and care of such weapons. (CALEA 46.2.2)

D. Special purpose Tactical munitions are provided as an alternative to the use of deadly force. Special purpose munitions utilized by the Tactical Unit are carried and delivered only by team members trained in the use and delivery of such devices and only under the direction of the Tactical Unit Supervisors. Special purpose munitions includes, but are not limited to: (CALEA 46.2.2)

1. Chemical Agents

2. Diversionary Devices

3. Breaching Munitions

4. Explosive Breaching Material

E. The Tactical Unit is assigned a specially equipped multi-purpose vehicle. The maintenance and upkeep of the vehicle and equipment is the responsibility of the Tactical Unit Supervisors and is subject to periodic inspections pursuant to Department policy on Police Vehicles.

VII. TACTICAL SITUATIONS (46.2.1.b)

Incidents Requiring Tactical Teams

A. Hostage situations

The holding of any person(s) against his/her will by an armed or potentially armed suspect. To meet the definition the suspect must demonstrated the ability to use violence, threaten the use of violence, or have a history of violence.

B. Barricaded subjects

An isolated suspect that refuses to surrender himself/herself upon the issuance of a lawful order. To include, but not limited to armed or possibly armed subjects that threaten harm to themselves or others. This definition shall include armed or potentially armed subjects threatening suicide.

C. Sniper situations

The firing upon citizens and/or police by an armed suspect, whether stationary or mobile.

D. Terrorist situations

Situations where confirmed or believed Terrorist(s) are operating in a specific incident/area to disrupt order.

E. Execution of search/arrest warrants in hazardous situations

High-Risk Warrant Service: The service of search or arrest warrants where the risk analysis recommends or requires the use of a tactical team.

F. Apprehension of armed and/or dangerous persons: The planned apprehension of a suspect who either by his/her use of violence, weapon or other specific information that deems the apprehension to be High Risk.

G. Search and rescue missions

H. Situations of civil disorder, disaster, or emergencies where an individual or a group poses a danger to themselves or others

I. The MPD Risk Analysis Form will be completed on all other situations not described above that do not necessitate an immediate response/action.

VIII. TACTICAL SITUATION PROCEDURES (CALEA 46.2.1.a, c)

A. Upon receipt of information that an emergency situation exists possibly requiring a tactical response, the following initial actions shall be taken.

1. Responsibilities of Communications Personnel:

a. Dispatch an officer and a supervisor, unless already on the scene.

b. At the request of a Supervisor or Situation Commander, notify the Tactical Unit Commander or his designee. The Chain of Command notification is to be made as soon as possible.

c. Maintain a log of all activities and information regarding the incident.

d. Designate a radio channel for use by involved personnel and restrict communication on that channel.

e. Notify the Communications Supervisor of the incident. If a mobile command post is established, Communications shall supply a dispatcher to coordinate communications at the scene.

f. Notify local law enforcement agencies and fire department personnel upon confirmation of a tactical situation. Communications, at the direction of the Tactical Unit Commander, may request assistance from outside agencies.

2. Responsibilities of the First Officer on the Scene:

a. Determine the nature of the situation

b. Relay information to Communications as necessary

c. Secure the incident scene and any available witness

d. Provide supervisors with an assessment of the situation and estimate of support personnel

3. Responsibilities of the First Supervisor on the Scene:

a. Evaluate the situation and modify or affirm support requirements.

b. Direct responding units to a command location or briefing area.

c. Ensure that notification is made to the Tactical Unit Commander or his designee for an immediate response. Advise the Division Commander and Duty Chief of the situation.

d. Ensure that the scene is secure and establish an outer perimeter.

e. Attempt to establish a line of communication with the involved person(s) and resolve the situation if feasible.

f. Assume the position of Situation Commander until the arrival of the Division Commander or Duty Chief.

4. Responsibilities of Support Personnel:

a. Notify Communications of their on-scene presence and location. Unassigned units shall remain clear of the scene.

b. Refrain from unnecessary radio traffic.

c. Terminate the use of emergency lights/siren at a reasonable distance from the incident scene.

d. Upon arrival at the scene, change to the assigned radio channel.

e. Report to the Command Post for specific instructions.

f. Execute containment procedures, and evacuate injured persons, residents, bystanders, or other persons where necessary for public safety, prior to the arrival of the Tactical Team.

g. Only engage in a Tactical assault upon authorization of the Situation Commander and/or when imminent life-threatening conditions exist.

B. Command Operations

1. Responsibilities of the Situation Commander:

a. Evaluate initial reports and attempt to establish communication with the involved subject, if dictated by the situation.

b. Upon confirming that a situation exists requiring Tactical Unit response, notify or have Communications alert the Tactical Unit Commander or his designee.

c. Maintain command until the Tactical Unit Commander can be briefed and assumes responsibility of the scene.

d. Coordinate activities with the Tactical Unit Commander.

e. Notify the Public Information Officer and provide a secure area, away from the situation, for the media. In the absence of the Public Information Officer, the Situation Commander acts as or appoints an officer to this position. The Commander updates the Public Information Officer as often as possible to prevent rumors or misinformation from being released.

f. Supervise support personnel and outer perimeter personnel to ensure that the outer perimeter is secure and to provide traffic/crowd control as needed.

g. Provide for relief personnel, supplies, and food and drink as needed to outer perimeter officers.

2. Responsibilities of the Tactical Unit Commander:

a. Upon notification of a situation requiring a tactical response advise communications to mobilize the necessary teams and team members.

b. If the situation requires the Crisis/Hostage Negotiation Team, provide for a mobile or fixed facility for Hostage Negotiators and establish Communications with the involved subjects if not previously initiated.

c. Initiate intelligence-gathering activities concerning the scene and all involved parties and evaluate the information.

* d. Coordinate action and assault plans with all SWAT Team Leaders and the Crisis/Hostage Negotiation Team Leader.

* e. Ensure that all relevant information related to the operation is disseminated to SWAT Team Leaders

f. Provide for notification of ambulance, fire, rescue or surveillance equipment as needed.

g. Coordinate all activities with the Situation Commander, Communications Supervisor, and Duty Chief.

h. Communicate with the Situation Commander and all involved outer/inner perimeter personnel prior to a Tactical Assault.

i. Provide for relief personnel, supplies, and food/drink as needed for all involved officers as well as for negotiations and trading purposes.

3. Responsibilities of the SWAT Team Leaders

a. Direct responding Tactical Team Members for immediate deployment.

b. Initiate emergency assault procedures (planning, personnel placement, and protocol).

c. Provide updated situation reports to the Tactical Unit Commander.

d. Assume the role of Tactical Unit Commander in his absence.

* e. Communicate with the Tactical Unit Commander and all inner perimeter personnel prior to a tactical assault.

4. Responsibilities of the Assistant Team Leaders:

a. Account for respective Team/Element members.

b. Ensure that all required equipment is on scene and prepared for deployment.

c. Ensure that all equipment utilized during the operation is accounted for and recovered prior to exit.

d. Assume the responsibilities of their respective Tactical Team Leader in his absence.

5. Responsibilities of the SWAT Team Member:

a. Upon notification of the Tactical Unit callout, members are to respond immediately to the designated staging location, command post or scene – as determined by the Tactical Unit Command Staff.

b. If unable to respond, members are required to immediately notify their respective Team Leader or his designee.

c. Serve in whatever capacity required by the SWAT Team Leaders or the Tactical Unit Commander.

d. Assume the responsibilities of the SWAT Team Leader(s) in his absence.

6. Responsibilities of the Crisis/Hostage Negotiation Team

a. Upon notification that a negotiation situation exists, the Team Leader and members are to respond to the scene and report to the Tactical Unit Commander at the Command Post or designated location.

b. The designated team members initiate efforts to establish communications with the involved subject(s).

c. There should be at least two team members present during negotiations, with the non-negotiator maintaining a written log and gathering intelligence.

d. The Team Leader secures audio and video recording equipment, if available, to provide further documentation of the situation.

e. The Negotiator shall refrain from making promises that cannot be kept, without approval of the Tactical Unit Commander.

f. All items are negotiable except weapons, illicit drugs, and exchanges of persons for hostages.

* g. The Hostage Team Leader is to keep the Tactical Unit Commander advised of all phases of the negotiations and coordinates the actions of the Crisis/Hostage Negotiation Team with the Tactical Unit Commander. The Team Leader is responsible for securing the Crisis/Hostage Negotiator from undue influence or interference from any person regardless of rank.

h. In a prolonged negotiation situation, the Team Leader establishes work and relief schedules to ensure negotiation services for the duration of the situation.

i. Upon completion of the incident, the Crisis/Hostage Team Leader or his/her designee will provide a complete report detailing the Team's activities throughout the incident, as well as areas of concern or requiring improvement, to the Tactical Unit Commander.

IX. ASSAULT AND RESCUE PROCEDURES

A. Emergency Tactical Assaults shall be initiated upon the specific authorization of the ranking on-scene SWAT Team Supervisor in collaboration with the Situation Commander, prior to the arrival of the Tactical Unit Commander unless circumstances require an immediate response to safeguard life. Commanders shall secure authorization of the Chief/Deputy Chief/Duty Chief prior to a tactical assault, whenever practical.

B. Prior to the assault and rescue, Team Leaders shall be briefed and prepare their respective teams for the operation.

* C. At the direction of the Tactical Unit Commander, his designated Tactical Team Leader assumes command of Field Operations for the assault and rescue phase.

D. The assault and rescue phase of emergency situations shall not be executed by police personnel outside the jurisdictional boundaries of the City of Midland, unless specifically authorized by the Chief/Deputy Chief/Duty Chief.

X. REPORTING PROCEDURES

A. Upon completion of any operation requiring a Tactical Unit response, all relevant reports will be submitted according to General Orders and Standard Operating Procedure to the Training Division Coordinator, with copies maintained by the Tactical Unit Commander.

B. The Tactical Unit Commander or designated Tactical Operation Supervisor files a consolidated report of the activities of their respective teams which consists of the following:

1. All reports relating to the incident

2. Copies of written logs relating to the incident

3. Photographs of the incident scene, if available

4. Diagram of the incident scene

5. Critique of operational tactics

6. Any suggestions for correction of operational errors or procedural deficiencies

D. Information pertaining to the crisis situation shall not be released to the media or any private or public agency except by the Chief or his designee.

E. If deadly force is utilized, the incident shall be investigated by the Shooting/Injury Team and critiqued by the Administrative Review Board pursuant to policy.

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Affects: Sworn Personnel	
Standard Operating Procedure **Tactical Unit/SWAT Assessments**	

I. STATEMENT OF PURPOSE

To establish protocols and guidelines assigned to MPD Tactical Unit / SWAT Team physical fitness and firearms proficiency assessments.

II. PROTOCOLS

* MPD Tactical Unit / SWAT Team members are required to successfully complete SWAT – specific physical fitness assessments semi-annually and firearms proficiency assessments ~~quarterly~~ semi-annually. These assessments are in addition to standardized tests and qualifications required of all MPD personnel. (CALEA 46.2.2)

A. Physical Fitness Capability Assessments (PFC):

* ~~1. SWAT PFC assessments will be conducted semi-annually and consist of a **SWAT Operator Specific** battery of tests encompassing evolutions unique to the Team's requirements. These tests will be administered, as well as successfully completed, by SWAT Staff personnel – all members are required to obtain a **70% pass** rate on the battery of tests.~~

1. Physical Fitness Capability Assessments will be determined by the SWAT Commander prior to assessment.

2. It is the responsibility of the SWAT Commander to determine and distribute all standards regarding the chosen assessments.

~~* a. The SWAT PFC, aka "Operator Ugly", is comprised of ten events. Six of the ten events are weighted. Scoring is calculated based on the number of repetitions completed per event. The maximum number of repetitions per event is ten. The weighted events will be scaled or adjusted for male and female team members. The events are as follows:~~

~~(1) Bench Press (male 190 lbs, female 100 lbs)~~

~~(2) Front Squats (male 190 lbs, female 120 lbs)~~

~~(3) Deadlift (male 190 lbs, female 120 lbs)~~

~~(4) Push Press (male 135 lbs, female 100 lbs)~~

~~(5) Get-ups (male 53 lb kettlebell, female 35 lb kettlebell)~~

~~(6) Sled Push (male 100 lbs, female 55 lbs)~~

~~(7) Row – 20 calorie row: *no adjustments*~~

~~(8) Weighted Step-Up (TAC vest): *no adjustments*~~

~~(9) Weighted Sprints (TAC vest): *no adjustments*~~

~~(10) Weighted Pull-ups (TAC vest): *no adjustments*~~

~~1.~~ ~~The SWAT PFC will be conducted **in addition to the standard MPD Physical Fitness Assessment.** Established testing procedures and options available to Department personnel are afforded to SWAT Team members. **Annual status afforded on the standard MPD Physical Fitness Assessment does not apply to the SWAT PFC**.~~

2. It is the **responsibility of individual operators to coordinate and complete the standard MPD Physical Fitness Assessment on their own time**.

B. Firearms Proficiency Assessments (FP):

1. SWAT Firearms Proficiency Assessments can be conducted in conjunction with the SWAT PFC and consist of the following:

   a. CSAT Tactical Pistol Course

   b. CSAT Tactical Rifle Course

   c. Any course approved by the SWAT Commander

* 2. Team members will be afforded two, consecutive attempts at each CSAT course of fire – each course requiring a **60% pass** rate for successful completion. If 60% is not reached within the allotted two attempts, operators will be placed on **"Inactive"** status until the passing score is obtained.

3. Courses other than CSAT courses will require a "Pass/Fail" or percentage completion based on the selected course.

4. SWAT Firearms Proficiency Assessments will be conducted in addition to MPD Firearms Qualification courses. Team members are required to successfully complete scheduled MPD Firearms Qualification Course at a 90% pass rate.

III. GUIDELINES

A. Procedures: (CALEA 46.2.2)

* 1. All assessments (PFC / FP) are to be conducted as a Team during predetermined practice dates/times. The PFC and FP will be administered by SWAT Command Staff personnel *(Commander, Team Leaders, and Assistant Team Leaders)*.

2. Members unable to attend evaluation sessions due to approved absences will arrange to complete assessments with their respective Team Leaders.

3. Make-up assessments will be conducted in the presence of at least one member of the SWAT Command Staff within 30 days of the missed assessment date. Medical exemptions will be addressed in accordance with General Orders, Ch. 3/Sec. 11/Sub. VI.

4. Failed assessments must be successfully completed within 30 days of the failure and administered by at least two (2) members of the SWAT Command Staff. Prior to successful completion, members will be placed on "**Inactive**" status and prohibited from responding to callouts.

5. Members who are unable to successfully complete a failed assessment within the required 30-day period will be removed from the Team.

6. Members shall pass two (2) assessments during scheduled training and evaluation sessions during a calendar year or will be removed from the SWAT Team, regardless of successful interim attempts.

7. Members removed from the Team as a result of assessment failures will be permitted to tryout one year (12 months) from the date of removal, provided all other qualification requirements are met OR Members may also be permitted to operate the SWAT Bear Cat (Armored Vehicle) for a period of 6 Months, complete qualification requirements after 6 Month Period, at which point the team will determine and evaluate if the Team Member may return to Active Status.

8. New members that make the team will be held accountable for passing the standard the calendar year after they make the team. The new team members will be listed as "inactive" until they pass the standard.

I. STATEMENT OF PURPOSE

At times officers are required to respond to animal calls. This General Order is intended to provide guidelines to officers to aid in the correct response to such calls.

II. ANIMAL CONTROL CALLS

A. Officers are dispatched to or to assist the City of Midland Animal Control Officer when requested regarding an animal call or possible animal cruelty under TXPC 42.092.

B. During the initial investigation if is determined that a criminal offense has occurred or is occurring the responding officer will complete a police report for the appropriate offense.

C. If there are multiple witnesses and interviews need to be conducted, upon supervisory approval, a detective may be called out.

III. CRUELTY SPECIFIC CALLS AND SEIZURES

A. On an animal control call or check animal/s call, where Animal Control is not initially dispatched, officers will respond. If necessary, an officer from the City of Midland Animal Control notified by Communications at officer's request. If officers deem an animal cruelty case is warranted and the call is a minor citable infraction- the call will be turned over to animal control.

B. If a peace officer or an officer from Animal Control for the City of Midland, Texas has reason to believe that an animal/s has been or is being cruelly treated, under Texas Penal Code 42.092 the officer may apply to a Municipal Judge in the Municipal Court of the City of Midland, TX, for a warrant to seize the animal/s.

C. On a showing of probable cause to believe that the animal/s has been or is being cruelly treated, under Texas Penal Code 42.092 and after presenting the affidavit to the Municipal Judge shall issue the warrant and said officer shall serve the warrant to seize the cruelty treated animal from the premises. *[the magistrate shall issue the warrant and set a time within 10 calendar days of the date of issuance for a hearing in the municipal court to determine whether the animal has been cruelly treated HSC 821.01(b)].*

D. A thorough initial investigation will be completed by the officer including gathering evidence for the case such as photos and other documentation as in any standard investigation. The signed warrant gives the officer authority to check the property, gather evidence, photograph and seize any other animal/s that are on the property.

E. The officer executing the warrant shall cause the animal/s to be impounded at the City of Midland Animal Shelter by turning the animal/s over to an Animal Control Officer, and will give written notice to the owner, the time and place of the hearing, if provided by the Municipal Judge. If not, municipal court will make the court notification.

IV. EXIGENT CIRCUMSTANCES

A. If an animal/s is in danger and seizure is imperative the officer shall notify the Animal Control Officer to seize the animal/s for medical attention or for inclement weather where the officer cannot contact the owner and relief is not likely. Before the end of tour on the same day the officer shall obtain a seizure warrant for the animal/s and serve the seizure warrant.

B. In the event Officers conduct an on-view arrest, the animal(s) involved should be seized and turned over to an animal control officer. If the animal control officer is not able to complete a seizure warrant, then the arresting officer will do so after the arrest and booking process is completed. The officer should complete the warrant application as soon as is practicable and before the officer's current shift ends. Any warrant application completed under this section should serve the warrant at the Central Detention Center.

C. Notification to Municipal Court should be made of the case/arrest so a Notice of Hearing can be sent to the defendant for disposition of seized animal/s.

V. MANAGEMENT OF BITING ANIMALS

A. The following information is a short overview of rabies protocol in the State of Texas:

1. Domestic Animals: A healthy pet dog, cat or ferret that bites a person should be quarantined in a Texas Department of Health approved facility and observed for 10 days. Any illness in the animal should be reported immediately and the animal should be humanely killed in a manner that preserves the head in an undamaged state. Any un-owned or unwanted dog, cat or ferret that bites a person may be killed and the head submitted for rabies examination. No quarantine period will be recommended in such cases.

2. Wild Animals: Signs of rabies in a wild animal cannot be interpreted reliably: therefore, any HIGH-RISK animal that bites or scratches a person should be killed at once and the brain submitted for examination for rabies. HIGH-RISK Animals Include: Bats, skunks, foxes, raccoons, and coyotes.

3. Low Risk Animals: Any low-risk animal must be submitted on a case-by case basis. ALWAYS CALL THE TEXAS DEPARTMENT OF HEALTH before submitting a low-risk animal for rabies testing. It is very rare for a low risk animal to spread rabies to another animal or human. Most low-risk animals are considered dinner to most high-risk animals and cannot survive an attack. LOW-RISK Animals include mice, squirrels, rabbits, armadillos, prairie dogs, gophers, rats, nutria, opossums, shrews, and beavers.

4. ANY PERSON THAT IS BITTEN OR SCRATCHED BY A HIGH-RISK ANIMAL OR DOMESTIC DOG, CAT OR FERRET WHICH IS NOT AVAILABLE FOR RABIES TESTING SHOULD BE REGARDED AS HAVING BEEN EXPOSED TO A RABID ANIMAL.

VI. HANDLING OF HIGH-RISK ANIMALS

Always make a call to Midland Animal Control to report sightings or human exposures. In a few cases, officers may be required to catch, trap or enclose animals if safe to do so until animal control officers arrive at the scene.

VII. BATS AND HUMAN EXPOSURE

A. It is important to somehow capture the bat in the safest manner. For example, a small box or if in an enclosed room by just closing the door.

B. Rabies is spread by bites and scratches with the virus present only in saliva, not blood, urine, feces or vomitus.

VII. OTHER ANIMALS AND HUMAN EXPOSURE

A. Since most other high-risk animals in this group are carnivores, officers will not be able to capture the animal and it is not worth risking two or more people being bitten. Most officers do not have pre-exposure vaccinations and should not attempt to handle any high-risk animals without some type of protection.

B. Contact can be made with Midland Animal Control and/or the Texas Department of Health Zoonosis Control Division through the Communications Center.

ATTACHMENT 24

Effective Date	April 2003
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Standard Operating Procedure Field Training Officer Program	

Without standardized training, the FTO is evaluating his PPO not only on the PPO's failings, but on the training deficiencies of previous FTO's as well. Exposure must take place before evaluation, and that exposure must be in uniform if the evaluation is to be valid.

IV. REMOVAL AND REINSTATEMENT

A. An FTO or FTS will be removed or suspended from the Field Training and Evaluation program in the following ways:

1. Removal due to disciplinary actions (written reprimand and above, as a result of violations regarding their ability to supervise and train probationary police officers. These violations will be determined by the Chief of Police).

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1. Removal due to disciplinary actions (written reprimand and above, as a result of violations regarding their ability to supervise and train probationary police officers. These violations will be updated or amended by the Chief of Police).

V. DUTIES AND RESPONSIBILITIES

A. Duties and Responsibilities of the Probationary Police Officer

1. The P.P.O. is expected to enter the Field Training Program with certain knowledge and skills that are required by the Training Academy for graduation. The officer should understand that the broad background of knowledge needed by the effective beat officer cannot be gained entirely on the job or in the academy. Further, in addition to the instruction that

V. DUTIES AND RESPONSIBILITIES

A. Duties and Responsibilities of the Probationary Police Officer

1. The PPO is expected to enter the Field Training Program with certain knowledge and skills that are required by the Training Academy for graduation. The officer should understand that the broad background of knowledge needed by the effective beat officer cannot be gained entirely on the job or in the academy. Further, in addition to the instruction that

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the P.P.O. will receive from the field training officer, he/she will be required to do home studying. The P.P.O. checklist and reading list, which will be supplied by the F.T.O. as needed, will be the guide to home study.

2. Throughout the seventeen-week program, or if eligible for the accelerated program, each P.P.O. will be involved in a student/teacher relationship with the training officer. The P.P.O. is not a partner in a two-man unit.

3. This program is intended to give the new officer instruction, direction, supervision, guidance and experience so that he/she may develop judgment, efficiency and good habits of conduct and appearance.

4. This program serves as an evaluation of both the officer and the curricula of the Training Academy. It also serves to help determine if the P.P.O. has all the requisites and/or experience to become a permanent member of the Department. The standard program is divided into five phases. Each phase is approximately 4weeks, excluding Orientation phase and Ghost phase. After completion of two weeks of each phase the P.P.O. will be assigned to a new FTO for the next two weeks of that phase. The P.P.O. will have a FTO for one week then change to another FTO in phase 5 or "Ghost" phase

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the PPO will receive from the field training officer, he/she will be required to do home studying. The P.P.O. checklist and reading list, which will be supplied by the FTO as needed, will be the guide to home study.

2. In the program, whether it be full or accelerated, each PPO will be involved in a student/teacher relationship with the training officer. The PPO is not a partner in a two-man unit.

3. This program is intended to give the new officer instruction, direction, supervision, guidance and experience so that he/she may develop judgment, efficiency and good habits of conduct and appearance.

4. This program serves as an evaluation of both the officer and the curricula of the Training Academy. It also serves to help determine if the PPO has all the requisites and/or experience to become a permanent member of the Department. The standard program is divided into five phases. Each phase is approximately 4-6 weeks, excluding Orientation phase and Ghose phase. A PPO should train with two FTO's in each phase. If a PPO is a candidate for the accelerated program, a PPO's time in each phase may be reduced by half.

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Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

7. At the end of each week the P.P.O. shall critique his/her training officer. It is the belief of this Department that a training officer who is truly interested in doing his/her best will welcome this feedback. With this in mind, the PPO is encouraged to honestly appraise and evaluate the training officer. Training officers will not receive these evaluations until the end of the FTO Program. The feedback to the training officer will be verbal, and the identity of the evaluator will not be revealed. The phase evaluation form and the evaluation of the training officer will be sent directly to the Field Training Coordinator.

8. It is the duty of each PPO to participate in a physical fitness assessment in order to graduate the FTO Program. PPO's shall pass at least 1 of the 3 physical fitness assessments authorized by the Physical Fitness Assessments SOP.

B. Duties and Responsibilities of the Field Training Officer (FTO)

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

will not receive these evaluations until the end of the FTO Program. The feedback to the FTO will be verbal, and the identity of the evaluator will not be revealed. Any forms used or feedback given in the evaluation of an FTO will be given directly to the Field Training Coordinator.

8. It is the duty of each PPO to participate in a physical fitness assessment in order to graduate the FTO Program. PPO's shall pass at least 1 of the 3 physical fitness assessments authorized by the Physical Fitness Assessments SOP.

B. Duties and Responsibilities of the Field Training Officer (FTO)

1. The Field Training Officer is the essential means by which the goal of the program is achieved, specifically, the production of a police officer able to work a solo assignment in a safe, skilful, productive and professional manner.

supplied by the F.T.O. as needed, will be the guide to home study.

2. Throughout the seventeen-week program, or if eligible for the accelerated program, each P.P.O. will be involved in a student/teacher relationship with the training officer. The P.P.O. is not a partner in a two-man unit.

3. This program is intended to give the new officer instruction, direction, supervision, guidance and experience so that he/she may develop judgment, efficiency and good habits of conduct and appearance.

4. This program serves as an evaluation of both the officer and the curricula of the Training Academy. It also serves to help determine if the P.P.O. has all the requisites and/or experience to become a permanent member of the Department. The standard program is divided into five phases. Each phase is approximately 4weeks, excluding Orientation phase and Ghost phase. After completion of two weeks of each phase the P.P.O. will be assigned to a new FTO for the next two weeks of that phase. The P.P.O. will have a FTO for one week then change to another FTO in phase 5 or "Ghost" phase for the second and final week. For the accelerated program, there are still five phases, but each phase is two weeks in duration.

* 5. The Field Training Online (F.T.O.) system was established to show those items that must be mastered before an officer trainee is considered qualified to enter the field as a one-officer unit. The F.T.O. system will be maintained at all times by the FTC and on the F.T.O. website secured by a personal password. The Daily Observation Report (DOR) will be inspected and filled in by the FTO as training occurs on F.T.O. program. Anyone in the Field Training Program chain of command may inspect the PPO's DOR at any time. It is the responsibility of the PPO to read and understand his/her daily observation reports (DOR), and acknowledge that on F.T.O. All documentation shall be done at the end of each workday.

6. Each P.P.O. should feel free to talk to any FTO, FTS or the Field Training Coordinator at any time that he/she feels the need for advice or needs to discuss a personal or professional problem.

supplied by the FTO as needed, will be the guide to home study.

2. In the program, whether it be full or accelerated, each PPO will be involved in a student/teacher relationship with the training officer. The PPO is not a partner in a two-man unit.

3. This program is intended to give the new officer instruction, direction, supervision, guidance and experience so that he/she may develop judgment, efficiency and good habits of conduct and appearance.

4. This program serves as an evaluation of both the officer and the curricula of the Training Academy. It also serves to help determine if the PPO has all the requisites and/or experience to become a permanent member of the Department. The standard program is divided into five phases. Each phase is approximately 4-6 weeks, excluding Orientation phase and Ghose phase. A PPO should train with two FTO's in each phase. If a PPO is a candidate for the accelerated program, a PPO's time in each phase may be reduced by half.

* 5. The Field Training Online system was established to show those items that must be mastered before an officer trainee is considered qualified to enter the field as a one-officer unit. The FTO. system will be maintained at all times by the FTC and on the FTO website secured by a personal password. The Daily Observation Report (DOR) will be inspected and filled in by the FTO as training occurs on FTO program. Anyone in the Field Training Program chain of command may inspect the PPO's DOR at any time. It is the responsibility of the PPO to read and understand his/her daily observation reports (DOR), and acknowledge that on FTO. All documentation shall be done at the end of each workday.

6. Each PPO should feel free to talk to any FTO, FTS or the Field Training Coordinator at any time that he/she feels the need for advice or needs to discuss a personal or professional problem.

7. Throughout the program, PPO's will provide feedback on his or her FTO. It is the belief of this Department that an FTO should welcome this feedback. The PPO is encouraged to honestly appraise and evaluate the FTO. FTO's

Revision Date	01/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	

Standard Operating Procedure Field Training Officer Program

1. The Field Training Coordinator has the responsibility for coordinating the Field Training and Evaluation Program (FT & EP).

2. The FTC maintains all records relating to the PPO's development. The daily evaluations test scores, bi-weekly evaluation session reports, report exemplars and other memorandum pertaining to the PPO's performance are kept in the PPO Development files.

3. The FTC has the responsibility for seeing to it that the FTS, who now has direct supervision of the PPO, completes weekly reports during the continuation of the probationary period. If the FTS detects problems in the PPO's performance, it is his responsibility to direct the FTC's attention to them. Appropriate action shall be taken to correct any deficiencies noted.

Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	

Standard Operating Procedure Field Training Officer Program

2. The FTC will maintain records relating to the PPO's development. These include daily observations reports, End of Phase Evaluations, Checklists, Tests, and/or memorandums.

3. The FTC has the responsibility for seeing to it that the FTS, who now has direct supervision of the PPO, completes weekly reports during the continuation of the probationary period. If the FTS detects problems in the PPO's performance, it is his responsibility to direct the FTC's attention to them. Appropriate action shall be taken to correct any deficiencies noted.

4. The FTC remains responsible for keeping the Field Training Lieutenant informed of the PPO's progress. If it is noted that the PPO is not performing to standards and remedial efforts do not appear to be working the FTC shall gather all memoranda's and other appropriate documentation for

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

g. Have these problems been fully documented?

G. Procedures for Termination of a PPO (Alternative procedure: See Sec. IV. C. 13.)

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

G. Procedures for Termination of a PPO (For End of Program Procedures See Sec. V.D.9.)

5. Phase requirements are solely a guide; increased focus beyond the minimum may be needed and areas may be addressed by alternative training methods (i.e., classroom, scenario, etc.)

VII. ACCELERATED FIELD TRAINING PROGRAM

This Standard Operating Procedure establishes guidelines for training new officers who enter the FTO program with prior experience. The guidelines allow the Department to take advantage of the experience level of officers who are already licensed by establishing a performance-based program allowing a PPO to demonstrate their capabilities and advance through the training phases at a faster rate.

A. Eligibility

1. Must possess a current Texas Peace Officers license as issued by TCLEOSE.

2. The majority of prior experience must have been as a patrol officer or similar function.

B. Assignment

5. Phase requirements are solely a guide; increased focus beyond the minimum may be needed and areas may be addressed by alternative training methods (i.e., classroom, scenario, etc.)

VII. ACCELERATED FIELD TRAINING PROGRAM

This Standard Operating Procedure establishes guidelines for training new officers who enter the FTO program with prior experience. The guidelines allow the Department to take advantage of the experience level of officers who are already licensed by establishing a performance-based program allowing a PPO to demonstrate their capabilities and advance through the training phases at a faster rate.

A. Eligibility

1. Must possess a current Texas Peace Officers license as issued by TCOLE.

2. The majority of prior experience must have been as a patrol officer or similar function.

B. Assignment

Lieutenant for final approval.

C. Procedure

1. Each PPO assigned to the Accelerated Program must attend the following at a minimum:

   a. The full orientation period.

   b. A minimum of two weeks of each regular phase.

   c. The entire Evaluation Phase

D. Progression Through Phases and Completion

1. Each PPO in the Accelerated Program will train with at least two different FTO's in each phase.

2. Before a PPO in the Accelerated Program can progress to the next phase the following conditions must be met:

   a. No failing scores in any category

   b. No demonstrated weaknesses requiring in-phase remedial

3. Progression must be unanimous by the each FTO, each FTS, the FTC and the FTL.

4. On successful completion of all regular phases of training the PPO will be placed in the Evaluation Phase.

E. Remedial and Substandard Performance

1. PPO's in the Accelerated Program may be placed in the regular nonaccelerated program for the following reasons:

Lieutenant for final approval.

C. Procedure

1. Each PPO assigned to the Accelerated Program must attend the following at a minimum:

   a. The full orientation period.

   b. A minimum of half the standard length of each regular phase.

   c. The entire Evaluation Phase

D. Progression Through Phases and Completion

1. Each PPO in the Accelerated Program will train with at least one different FTO's in each phase.

2. Before a PPO in the Accelerated Program can progress to the next phase the following conditions must be met:

   a. No failing scores in any category

   b. No demonstrated weaknesses requiring in-phase remedial

3. Progression must be unanimous by the each FTO, each FTS, the FTC and the FTL.

4. On successful completion of all regular phases of training the PPO will be placed in the Evaluation Phase.

E. Remedial and Substandard Performance

1. PPO's in the Accelerated Program may be placed in the regular nonaccelerated program for the following reasons:

3. On the recommendation of any FTO, FTS, FTC or FTL with accompanying documentation specifying performance problems.

4. If remedial training is required for any reason.

5. At the request of the PPO based on a self-evaluation.

F. Documentation

1. Training documentation for the Accelerated Program will remain the same as for the standard program.

2. A notice in memo form that a PPO has been assigned to the Accelerated Program will be placed in the PPO documentation file.

VIII. EVALUATING THE PPO

A. PPOs will be evaluated on a binary scale; standards are either met or not.

B. PPOs performance will be documented with a written narrative explaining how the PPO met the standard or did not.

C. If nothing was observed that falls within evaluation category, then it will be marked as not observed and no further documentation is necessary.

D. PPOs will be evaluated based on meeting standard of acceptable performance; not to training officer's preference on how an incident should have been resolved.

3. On the recommendation of any FTO, FTS, FTC or FTL with accompanying documentation.

4. If remedial training is required for any reason.

5. At the request of the PPO based on a self-evaluation.

F. Documentation

1. Training documentation for the Accelerated Program will remain the same as for the standard program.

2. A notice in memo form that a PPO has been assigned to the Accelerated Program will be placed in the PPO documentation file.

VIII. EVALUATING THE PPO

A. PPOs will be evaluated on a seven-point scale. Score guidelines & categories are provided in the DOR.

B. PPOs performance will be documented with a written narrative when required. The narrative should contain a detailed description of the PPO's performance in that category.

C. If nothing was observed that falls within evaluation category, then it will be marked as not observed and no further documentation is necessary.

D. PPOs will be evaluated based on meeting standard of acceptable performance; not to training officer's preference on how an incident should have been resolved.

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

The experienced recruit may, in fact, sound and act like a veteran officer. However, the recruit may not be versed in changes within our profession that have occurred in his absence. The FTO must remember that he is the role model and must afford the recruit every opportunity to prove himself but assume nothing of the experienced PPO's current ability.

The FTO must keep in mind at all times that he is training an officer for the purpose of functioning efficiently on solo patrol. No department needs officers so badly that it needs bad officers.

X. EVALUATION PROCESS

A. Evaluation Purposes

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

occasions the experienced recruit may mimic and imitate the FTO's attitudes, mannerisms, language, and may even pass himself off as a seasoned officer.

The experienced recruit may, in fact, sound and act like a veteran officer. However, the recruit may not be versed in changes within our profession that have occurred in his absence. FTO's must remember that they are the role model and must afford the recruit every opportunity to prove himself but assume nothing of the experienced PPO's current ability.

FTO's must keep in mind that they are training an officer for the purpose of functioning efficiently on solo patrol. No department needs officers so badly that it needs bad officers.

X. EVALUATION PROCESS

XI. STANDARDIZED EVALUATION GUIDELINES

* The following "are the categories for evaluation as well as definitions of first day solo capable in each category.

1. Attitude and Appearance

Present a neat and professional image

Show up to work with clean, complete, and serviceable uniforms and equipment

Accept criticism constructively and show an interest in improving themselves.

Show respect to superiors, peers, and the public

Utilize the chain of command.

2. Situational Awareness

Reasonably aware of their location while on duty

below and at the top of every DOR. FTO's should refer to them and evaluate the PPO accordingly.

3. Seven Point Evaluation Scale

1. Unacceptable Performance.
2. Close to a 1 and just a little better than unacceptable.
3. Minimally Acceptable. Noted deficiencies that need improvement
4. The trainee's performance is acceptable for their place in the program.
5. Day-One Solo-Capable. Demonstrated ability to work a solo assignment in a safe, skillful, productive, and professional manner.
6. Superior performance.
7. Commendable performance.

XI. STANDARDIZED EVALUATION GUIDELINES

* The following are the DOR evaluation categories.

1. Knowledge
   a. Department Policy
   b. Texas Penal Code/City Ordinances
   c. Transportation Code

(1) Definition of unacceptable and acceptable of performance for each of the categories.

(2) Standards should be applied to all PPO's regardless of their experience level or other incidental factors.

(3) By strict application of the behavioral definitions contained in the guidelines, the rating of any given recruit performance by one FTO should match that of any other FTO.

(4) With this approach to evaluation, one may be assured that ratings throughout the program are impartial, objective, uniform, and therefore, valid.

B. Standardized Evaluation Guidelines

1. Set of standardized evaluation guidelines will be given to every PPO and will be the standards by which they will be evaluated.

2. PPO will be evaluated against the concept of a first day solo capable officer; not FTOs or tenured officers.

3. Evaluation Standards

a. All conduct and performance that falls below the defined acceptable, first day solo capable standard is documented as having not met the standard.

* b. All conduct and performance that meets or exceeds the standard of acceptable, first day solo capable is documented as having met the standard.

* c. PPOs who are not responding to training, which inherently means they are falling into the "not met the standard" category, will be marked as NRT (not responding to training). Evaluation will reflect deficiencies in applicable category as well as training efforts made and PPOs failure to adapt.

a. Behavioral Anchors (evaluate behavior not the person).

(1) Definition of acceptable performance for each of the categories.

(2) Standards should be applied to all PPO's regardless of their experience level or other incidental factors.

(3) By strict application of the behavioral definitions contained in the guidelines, the rating of any given recruit performance by one FTO should match that of any other FTO.

(4) With this approach to evaluation, one may be assured that ratings throughout the program are impartial, objective, uniform, and therefore, valid.

B. Standardized Evaluation Guidelines

1. Set of standardized evaluation guidelines will be given to every PPO and will be the standards by which they will be evaluated.

2. PPO will be evaluated against the concept of a first day solo-capable officer; not FTOs or tenured officers.

3. Evaluation Standards

a. The Seven Point Scale provides evaluation guidelines on rating a PPO's performance relative to their level of training and a first-day solo-capable officer.

* b. Conduct and performance should be evaluated by the FTO and assigned an appropriate numerical designation supported by written documentation when required.

* c. PPO's who are not responding to training, which inherently means they are falling into the "not met the standard" category, will be marked as NRT (not responding to training). Evaluation must

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

Aware of the locations of other officers and incidents and can orient themselves to them

Good sense of direction

Aware of persons, vehicles, and officers on a scene

Can observe and identify offenses and evidence in plain view

3. Vehicle Operations

Maintain control of vehicle while being aware of activity outside of it

Evaluates driving situation and reacts properly

Demonstrates defensive driving

Does not commit traffic offenses

4. Communication

Copies most radio transmissions directed at him/her

Generally aware of radio traffic in rest of city

Uses proper radio procedures in a clear and concise manner

Effectively communicates with peers and public

Utilizes mobile terminal for routine inquiries and functions

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

d. Arrest Search & Seizure
e. Patrol Procedures & Tactics

2. Frequent Performance Skills
a. Use of Radio & Computer
b. Report Writing
c. Investigation & Communication Skills
d. Mapping & Navigation Skills

3. Critical Performance
a. Field Performance in non-stressful conditions
b. Field Performance in stressful conditions
c. Driving Skills in non-stressful conditions
d. Driving Skills in stressful conditions
e. Officer Safety: Situation Awareness
f. Officer Safety: Persons
g. Officer Safety: Traffic Stops
h. Control of Conflict: Verbal
i. Control of Conflict: Physical
j. Decision Making & Judgement

4. Attitude & Professional Bearing
a. General Appearance
b. Acceptance of Criticism
c. Relationship with the Public
d. Relationship with Department Members
e. Attitude towards Police Work

5. Least Acceptable Performance

6. Most Acceptable Performance

Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

d. Although evaluation categories and guidelines have been written to routinely be relevant to an average patrol officer's work shift they may simply not occur on a given day. FTOs will mark evaluation category as "not observed" if this occurs.

C. Scale Value Application

1. Although subjectivity in evaluations cannot be completely excised it should be mitigated as much as possible. Trainers should keep this in mind and be mindful of their own bias and preferences.

2. The binary scale of not meeting standards or meeting standards was designed to assist trainers in managing their own subjectivity. Rather than having to attempt to assign a numerical score to a performance, which may be believed to be a different score by another trainer, performance simply meets the defined standard or does not.

XI. STANDARDIZED EVALUATION GUIDELINES

* The following "are the categories for evaluation as well as definitions of first day solo capable in each category.

1. Attitude and Appearance

Present a neat and professional image

Show up to work with clean, complete, and serviceable uniforms and equipment

Accept criticism constructively and show an interest in improving themselves.

Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

reflect deficiencies in the applicable category as well as training efforts made and the PPOs failure to respond acceptably.

d. Although evaluation categories and guidelines have been written to routinely be relevant to an average patrol officer's work shift they may simply not occur on a given day. FTOs will mark evaluation category as "not observed" if this occurs.

C. Scale Value Application

1. Although subjectivity in evaluations cannot be completely excised it should be mitigated as much as possible. Trainers should keep this in mind and be mindful of their own bias and preferences.

2. The seven-point scale has definitions assigned to each designation to assist trainers in managing their own subjectivity. These definitions are included below and at the top of every DOR. FTO's should refer to them and evaluate the PPO accordingly.

3. Seven Point Evaluation Scale

1. Unacceptable Performance.
2. Close to a 1 and just a little better than unacceptable.
3. Minimally Acceptable. Noted deficiencies that need improvement
4. The trainee's performance is acceptable for their place in the program.
5. Day-One Solo-Capable. Demonstrated ability to work a solo assignment in a safe, skillful, productive, and professional manner.
6. Superior performance.
7. Commendable performance.

7. Knowledge

Working knowledge of most common policies, procedures, laws, and regulations

Is able to locate and/or relate necessary elements of offense or specifics related to policies and procedures

8. Officer Safety

Follows accepted safety procedures

Recognizes potential danger

Uses appropriate caution

Guidelines. Strengths in specific categories should be listed and explained. Any category receiving a rating of less than 3 (minimum acceptable) MUST have specific documentation. This form must be signed on both sides.

B. Phase Five Daily Evaluation Report Form

Phase Five Week One begins the ghost evaluation portion of the program. The DOR is unchanged from previous phases and the FTO should use the Standardized Evaluation Guidelines. Strengths in specific categories should be listed and explained. Any category receiving a rating of less than 3 (minimum acceptable) MUST have specific documentation.

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	



9. Control of Conflict

Speech and demeanor convey authority

Remains reasonably calm during incidents

Utilizes reasonable response to resistance to maintain or gain control

10. Patrol Skills

Observes, recognizes, and identifies suspected criminal activity and takes appropriate action

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	



C. Phase Five End of Phase Evaluation

If FTO's in Phase Five disagree concerning the PPO's abilities to be first-day solo-capable, the FTC will extend the evaluation phase by one week. The FTC will assign the PPO to an FTS for final evaluation. The FTS's evaluation will determine if the PPO is first-day solo-capable or not. An FTS who is generally unfamiliar with the PPO will be selected for final evaluation

XIII. REMEDIAL TRAINING

Individuals learn at different rates and with different abilities. When a PPO faces great difficulty in a certain performance category, remedial training is employed to give the trainee additional emphasis to improve unacceptable performance. Under the theory of screening-in participants in the Field Training Program remedial training allows PPO's to

category receiving a rating of less than 3 (minimum acceptable) MUST have specific documentation. This form must be signed on both sides.

B. Phase Five Daily Evaluation Report Form

Phase Five Week One begins the ghost evaluation portion of the program. This form will be used by the evaluator to assign a rating for each of the eleven categories listed. The FTO should use the Standardized Evaluation Guidelines. All observed categories, whether meeting the standard or not, will be supported by a narrative.

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

C. Phase Five End of Phase Evaluation

FTO in evaluation (ghost) phase will complete a weekly report with their opinion of the PPO's capabilities to be first day solo capable. In the event two FTOs do not agree after two weeks of evaluation an FTS will be assigned to PPO to determine PPO's suitability for further employment. All decisions to terminate are ultimately the Chief of Police's decision.

2023 Midland Police Department Policy Revisions

Chapter 6 Section 1 – Telephone Response Unit-TRU (01/2023) Attachment 1

- XI. D. 5-change in nomenclature

Chapter 8 Section 11- Canine (01/2023) Attachment 2

- VIII. K. 3 b 1-3 added

Chapter 3 Section 8-Pursuit Policy (02/2023) Attachment 3

- V. D.-minor changes to nomenclature

Chapter 3 Section 6-Communications (02/2023) Attachment 4

- See Attachment 4

Chapter 5 Section 9 Continuity of Operations (02/2023) Attachment 5

- New policy, see Attachment 5

Chapter 3 Section 9 – Police Incident Reports (03/2023) Attachment 6

- Minor changes to nomenclature, see Attachment 6

Chapter 4 Section 3 – Off-Duty and Extra-Duty Employment (03/2023) Attachment 7

- VI. A. Dress Code- 1 & 2 added

Chapter 9 Section 2-Criminal Investigations (03/2023) Attachment 8

- V. A. 14 changed nomenclature
- VI. Added M and N

Chapter 1 Section 7-Department Organization (03/2023) Attachment 9

- III. A-Administrative Services Division-updated division information
- III B.-Field Operations Bureau-updated division information
- III. C.-Investigative Services Bureau-updated division information
- III. D.-Support Services Bureau-updated division information
- IV. Organizational Charts-updated chart

Chapter 8 Section 6-Motor Vehicle Accident Investigation (04/2023) Attachment 10

- II. Authority to Investigate, A. 1 & 2 added
- III. Response and Investigation A. 1-8 added
- III. B nomenclature added, subsequent lettering updated
- III. E. Hit and Run Crashes, 1.-6 added, subsequent lettering updated
- V. Crash Reports and Records, A. 2. a-e added
- VIII. Crash Investigation Equipment 1-3 changes made

SOP-FTO Program-Field Training Officer Program (04/2023) Attachment 11

- IV. Removal and Reinstatement, A. 2. Changes in nomenclature.
- V. Duties and Responsibilities A. 1. Changes in nomenclature.
- V. Duties and Responsibilities A. 7. Changes in nomenclature.
- VI. Standardized Field Training Phases- see attachment
- VII. B. 3. Added
- VIII. A-D nomenclature changes
- X. Evaluation Process-see attachment
- XI. Standardized Evaluation Guidelines-see attachment
- XII. Documentation-see attachment
- XV. Completion or Termination-see attachment

SOP-Tactical Unit/SWAT Assessment (04/2023) Attachment 12

- II. Protocols B. 1. c -added
- II. Protocols B. 3. Change in nomenclature
- II. Protocols B. 4.-added

SOP-Directed Patrol Team and Gang Suppression Unit (04/2023) Attachment 13

- II. Structure-change in Bureau

SOP-Personnel and Recruiting Hiring (05/2023) Attachment 14

- V. Disqualifiers A. 5.- added use of THC within past three years
- VI. Testing (for new officers & cadet positions, not rehires) C. Physical Test (Police and Cadet)-changes in nomenclature, see attachment

SOP-Physical Fitness Assessments (06/2023) Attachment 15

- II. Protocols-nomenclature revisions
- II. A. nomenclature revisions

- III. Procedures, C.- changes in nomenclature
- III. Procedures, D.-changes in nomenclature
- III. Procedures, G.-changes in nomenclature
- IV. Guidelines, E. 1.-changes in nomenclature
- IV. Guidelines, F. Remedial-changes in nomenclature

Chapter 3 Section 13-Weapons and Defensive Equipment (06/2023) Attachment 16

- II. Primary Handguns A. -changes in nomenclature
- II. Primary Handguns B. 2.-changes in nomenclature
- III. Back Up and Off-Duty Handguns, A-D-nomenclature changes
- IV. Off Duty Handguns, A-D removed
- V. Shotguns, A. removed
- VI. Carbines, D. Specifications, 6, 7 & 10 nomenclature changes
- VIII. Non-Departmental Weapons, A. 7. b & e-changes in nomenclature
- VIII. Non-Departmental Weapons, A. 8. a-changes in nomenclature
- VIII. Non-Departmental Weapons, C.- added “off-duty”
- XIV. Compulsory Firearms Qualification and Training, B. Annual Qualifying Requirements, 1. Added (if carried).
- XIV. Compulsory Firearms Qualification and Training, B. Annual Qualifying Requirements, 2. Added “less lethal”.
- XIV. Compulsory Firearms Qualification and Training, B. Annual Qualifying Requirements, 3. Added “low light qual”
- XIV. J. Firearms Proficiency Awards, 1-10-removed

Chapter 1 Section 6-Written Directive System (06/2023) Attachment 17

- II. General Orders, F. 6. changes in nomenclature

SOP-Sniper/Observer (07/2023) Attachment 18

- II. Responsibilities, Removed C. & D.
- III. Equipment, Removed C. 6. And C. 11. e.

Chapter 5 Section 8-Rapid Response to Active Threats (08/2023) Attachment 19

- IV. Procedures, C., 1. (c) minor change to nomenclature
- IV. Procedures, C., 1. (c) 2. minor change to nomenclature

Chapter 7 Section 6-Cadet Program (08/2023) Attachment 20

- VI. General Guidelines, G. changed Support Services Deputy Chief to Professional Standards Division Lieutenant

Chapter 5 Section 2-Tactical Unit (10/2023) Attachment 21

- II. Supervision, B. Tactical Unit Commander, 8. Added to policy

SOP-Tactical Unit/SWAT Assessments (10/2023) Attachment 22

- II. Protocols- "quarterly" changed to "semi-annually"
- II. A. 1. Nomenclature changes
- III. Guidelines, A. 7. Nomenclature changes

Chapter 3 Section 21-Animal Control Assistance (11/2023) Attachment 23

- II. Animal Control Calls, A. changes in nomenclature
- II. Animal Control Calls, B. changes in nomenclature
- III. Cruelty Specific Calls and Seizures, A., B., C., D., E., added to policy
- IV. Exigent Circumstances, A., B., C., added to policy
- III. Management of Biting Animals, A. 1., 2., 3., 4., changed to V.
- IV. Handling of High-Risk Animals changed to VI.
- V. Bats and Human Exposure changed to VII.
- VI. Other Animals and Human Exposure changed to VIII.

SOP-FTO Program-Field Training Officer Program (11/2023) Attachment 24

- IV. Removal and Reinstatement, A. 1. Changes in nomenclature
- V. Duties and Responsibilities, A. 2., A. 4., A. 5, A.7., changes in nomenclature.
- V. Duties and Responsibilities, D. 2., changes in nomenclature.

- V. Duties and Responsibilities G. changed “Alternative procedure” to read “For End of Program Procedures”
- VII. Accelerated Field Training Program, A. 1., changed TCLEOSE to TCOLE.
- VII. Accelerated Field Training Program, C., 1., b. “two weeks” changed to “half the standard length”.
- VII. Accelerated Field Training Program, D., 1., changed “two” to “one”.
- VIII. Evaluating the PPO, A., B., changes in nomenclature
- IX. Evaluation of the Recruit with Prior Experience, changes in nomenclature.
- X. Evaluation Process, A., 7., a., (1). Changes in nomenclature.
- X. Evaluation Process, B., 3., a-c Changes in nomenclature.
- X. Evaluation Process, C. 2. Changes in nomenclature
- X. Evaluation Process, C. 3., 1-7 Added to policy
- XI. Standardized Evaluation Guidelines, replaced 1-11 with DOR evaluation categories 1 (a-e), 2 (a-d), 3 (a-j), 4 (a-e), 5., & 6.
- XII. Documentation, B., changes in nomenclature
- XII. Documentation, C., changes in nomenclature

Effective Date	August 1993
Revision Date	07/2015
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Previous Revision Date	08/2014
Affects: All Personnel	

Chapter 6 Section 1
Internal Investigations

5. Two or more fleet crashes rated a "Class B, Class C, Class D, or Class E" by the City of Midland Accident Review Board.

E. The AIM system will notify the Professional Standards Division Lieutenant, who shall in turn notify in writing, by email, the Lieutenant of the involved employee that the Personnel Early Warning Intervention System has been activated. The investigation will be forwarded through the chain of command using the AIM Web system. (CALEA 35.1.9.b)

F. The employee's Lieutenant shall track the notification to the appropriate supervisor using AIM Web, that the Personnel Early Intervention System has been activated. (CALEA 35.1.9.d)

1. The supervisor should then review the employee's accessible files in AIM Web and Tiburon. A sampling of "risk" indicators may include, but may not be limited to:

a. Response to Resistance

b. Citizen Complaints

c. Injuries (arrestee and officer)

d. Assault on Police and Resisting Arrest Cases

e. Sick Leave Usage

f. Pursuits

g. Fleet Crashes

h. Civil Litigation

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Affects: All Personnel	

Chapter 6 Section 1
Internal Investigations

*5. Two or more fleet crashes within 730 days in which the employee is the at fault driver.

E. The AIM system will notify the Professional Standards Division Lieutenant, who shall in turn notify in writing, by email, the Lieutenant of the involved employee that the Personnel Early Warning Intervention System has been activated. The investigation will be forwarded through the chain of command using the AIM Web system. (CALEA 35.1.9.b)

F. The employee's Lieutenant shall track the notification to the appropriate supervisor using AIM Web, that the Personnel Early Intervention System has been activated. (CALEA 35.1.9.d)

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a. Response to Resistance

b. Citizen Complaints

c. Injuries (arrestee and officer)

d. Assault on Police and Resisting Arrest Cases

e. Sick Leave Usage

f. Pursuits

g. Fleet Crashes

h. Civil Litigation

Effective Date	August 1993
Revision Date	02/2022
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Last Revision Date	04/2021
Affects: Sworn Personnel	
Chapter 8 Section 11 Canine Unit	

citizens, and whether the suspect is actively resisting or attempting to evade arrest by flight.

3. Prior to releasing the canine and throughout the pursuit the handler will ensure that:

a) There is no obvious danger to the public by releasing the canine.

b) Unless officer safety dictates, a warning shall be given prior to release of the canine. The warning should be given as follows, "POLICE K9, STOP OR I'LL RELEASE THE DOG".

c) Officers hearing this warning should immediately stop running after the suspect to avoid being targeted by the canine.

d) The handler should maintain visibility of the canine throughout the pursuit.

e) If the suspect surrenders prior to contact the handler will immediately recall the dog.

IX. POLICIES REGARDING USE OF CANINE TEAMS (CALEA 41.1.4.a, 41.1.5.a)

A. Requests for assistance by a law enforcement agency other than the Midland Police Department shall be referred to the Canine Sergeant, as long as it is in Midland County. If the request for assistance is outside of Midland County, the Canine Sergeant will contact the assigned Special Operations Lieutenant to determine whether a Department Canine Unit will be deployed. If the assigned Special Operations Lieutenant cannot be contacted, the following chain of command is to be followed:

1. FOB Shift Lieutenant

2. Deputy Chief of Field Operations Bureau

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Revision Date	01/2023
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Last Revision Date	02/2022
Affects: Sworn Personnel	
Chapter 8 Section 11 Canine Unit	

citizens, and whether the suspect is actively resisting or attempting to evade arrest by flight.

3. Prior to releasing the canine and throughout the pursuit the handler will ensure that:

a) There is no obvious danger to the public by releasing the canine.

b) Unless officer safety dictates, a warning shall be given prior to release of the canine. The warning should include these elements:
   1. Your authority (Police/K9).
   2. The opportunity for peaceful surrender.
   3. The consequences of a dog bite for non-compliance.

c) Officers hearing this warning should immediately stop running after the suspect to avoid being targeted by the canine.

d) The handler should maintain visibility of the canine throughout the pursuit.

e) If the suspect surrenders prior to contact the handler will immediately recall the dog.

IX. POLICIES REGARDING USE OF CANINE TEAMS (CALEA 41.1.4.a, 41.1.5.a)

A. Requests for assistance by a law enforcement agency other than the Midland Police Department shall be referred to the Canine Sergeant, as long as it is in Midland County. If the request for assistance is outside of Midland County, the Canine Sergeant will contact the assigned Special Operations Lieutenant to determine whether a Department Canine Unit will be deployed. If the assigned Special Operations Lieutenant cannot be contacted, the following chain of command is to be followed:

1. FOB Shift Lieutenant

Attachment 2

V. RULES OF PURSUIT

* A. Once a pursuit begins a supervisor will designate him or herself as control supervisor. This is usually the pursuing officer's immediate supervisor. If a control supervisor does not immediately volunteer, communications personnel will designate a control supervisor. The supervisor shall acknowledge this designation. (CALEA 41.2.3.d)

B. When an officer makes the decision to pursue a vehicle the following shall be implemented:

1. Make use of all emergency equipment;

2. Immediately notify the dispatcher of the pursuit and give a full description of the vehicle and occupants, direction of travel and the reason for the pursuit;

3. Attempt to keep the vehicle in sight while maintaining a safe pursuit distance;

4. Keep the dispatcher informed of location, direction of travel and changing conditions of the pursuit.

C. Officers accompanied by a civilian passenger that has not signed a liability release or a prisoner shall cease involvement in the pursuit as soon as the secondary unit arrives. A civilian passenger is defined as any person not employed by the Midland Police Department, C.I.S.D. Communications or a sworn officer from another agency riding under authority of that agency.

D. Only the initiating pursuit unit, one backup unit, and a K9 unit shall be actively involved in the pursuit unless authorized by the control supervisor.

E. Unmarked units without emergency equipment shall not engage in pursuits.

F. Pursuing units shall always use emergency lights and siren. If this equipment fails anytime during the pursuit, the pursuit by that unit shall be immediately terminated.

G. Weapons shall not be discharged at fleeing vehicles except as authorized in the Use of Force Policy.

* H. Police vehicles may be utilized to perform rolling roadblocks when speeds and

Affects: Sworn Personnel and Communications

Chapter 3 Section 8
Pursuit Policy

Attachment 3

V. RULES OF PURSUIT

* A. Once a pursuit begins a supervisor will designate him or herself as control supervisor. This is usually the pursuing officer's immediate supervisor. If a control supervisor does not immediately volunteer, communications personnel will designate a control supervisor. The supervisor shall acknowledge this designation. (CALEA 41.2.3.d)

B. When an officer makes the decision to pursue a vehicle the following shall be implemented:

1. Make use of all emergency equipment;

2. Immediately notify the dispatcher of the pursuit and give a full description of the vehicle and occupants, direction of travel and the reason for the pursuit;

3. Attempt to keep the vehicle in sight while maintaining a safe pursuit distance;

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C. Officers accompanied by a civilian passenger that has not signed a liability release or a prisoner shall cease involvement in the pursuit as soon as the secondary unit arrives. A civilian passenger is defined as any person not employed by the Midland Police Department, C.I.S.D. Communications or a sworn officer from another agency riding under authority of that agency.

*D. Only the initiating pursuit unit, one backup unit, and a K9 unit, and a drone unit shall be actively involved in the pursuit unless authorized by the control supervisor.

E. Unmarked units without emergency equipment shall not engage in pursuits.

F. Pursuing units shall always use emergency lights and siren. If this equipment fails anytime during the pursuit, the pursuit by that unit shall be immediately terminated.

G. Weapons shall not be discharged at fleeing vehicles except as authorized in the Use of Force Policy.

* H. Police vehicles may be utilized to perform rolling roadblocks when speeds and

Effective Date	August 1993
Revision Date	
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Affects: All Personnel	
Chapter 3 Section 6 Communications	

I. STATEMENT OF PURPOSE

Effective communication in the operation of the Department is a vital element of law enforcement and plays an important role in officer safety. All radio transmissions are recorded and improper radio usage is grounds for disciplinary action. It is imperative that all employees conduct themselves as professionals while utilizing the communications system. This order is intended to assure that every step is conducted in an effective, proper, and professional manner.

II. RADIO OPERATIONS

A. Radio broadcasts are controlled and a normal voice is used to ensure the broadcast is heard clearly. Horseplay and joking shall not be used.

B. All units calling the Communications Center identify themselves by unit number. Each employee has a specific radio number. The first number designates Division or Bureau assignment. The next three numbers are the employee's PIN number. Each employee has a specific number that no other employee has, (e.g. #9199). Units should not continue any transmission until acknowledged by the dispatcher. (CALEA 81.2.4.c)

C. Officers investigating incidents who find that the location or nature of the call is different from the call originally dispatched are to notify the dispatcher of the correct information. (CALEA 81.2.4.a)

D. Officers should listen to make sure the frequency is clear before transmitting.

E. Officers will not engage in debates or argue with the dispatcher concerning an assignment. Conflicts of this nature are routed to the employee's immediate supervisor who clarifies the issue to the best of his ability. Complaints on Communications personnel are directed to a supervisor who contacts a Communications supervisor.

F. Officers should not seek advice from the dispatcher regarding a point of law, enforcement action, or policy. Questions of this nature are directed to the appropriate supervisor.

G. Long conversations should be avoided when transmitting on primary talk groups. Secondary talk groups and/or the telephone should be used for these situations.

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Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

H. Officers must notify Communications ~~anytime they leave~~ upon leaving their vehicle when necessary or required. For the purpose of officer safety, officers are required to give their location by physical address and not by telephone number, pager number, or check-out "by the radio". Circumstances that ~~also~~ require dispatch notification include, but are not limited to: (CALEA 81.2.4.a, 81.2.5.e)

1. Beginning and ending a tour-of-duty (CALEA 81.2.4.b, 81.2.5.a)

2. Beginning and ending an off-duty job; Officers shall go "10-41 off-duty assignment" and give the location where they are employed. (CALEA 81.2.4.b)

3. Upon arrival at the scene of a dispatched call or when assisting another officer

4. When making traffic stops and assisting motorists; officers give the vehicle license number and physical location. If a license number is not available, officers shall give a description of the vehicle with the location.

5. When making pedestrian stops; officers give a physical description of the subject being stopped and the location.

6. Any other self-initiated activity in which officer safety could be enhanced by notifying Communications

7. When checking-out for meals or breaks (CALEA 81.2.4.b)

I. When a call, incident, or enforcement action has been completed officers will broadcast a disposition of the incident and immediately return to service. (CALEA 81.2.4.a)

J. Officers will not use another officer's name when transmitting unless the radio or unit number is not known.

K. An officer at the scene of an incident determines whether or not other units are needed and advises Communications. Supervisors shall control the number of units assigned to a call and the mode of their response (emergency or non-emergency).

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

L. English is the primary language spoken on talk group Dispatch I, NCIC, and any other channel designated as a primary talk group. This is not to preclude any other language being used on other talk groups. Slang and incorrect English should be avoided. Profanity will not be authorized at any time. Employees will refrain from using unnecessary language.

M. Mobile operators and dispatchers represent the Department to all with whom they communicate. The increase in public safety monitoring by the general public has put all employees in a position of representing the Department to persons whom they may never meet or communicate with directly.

N. Employees possess general knowledge of the equipment assigned to them and understand its capabilities and limitations. Employees must be familiar with the organization of the Department in order to be able to direct their traffic properly and be knowledgeable of the equipment and resources available to the Department.

O. A mobile operator is only as effective as his own initiative and sense of responsibility dictate. No amount of training can compensate for carelessness or lack of sincere effort, dishonesty, or disregard of established regulations.

P. Mobile radios are used only by employees for the purpose of conducting official business. It is the supervisor's responsibility to ensure that personnel adhere to standard radio procedures.

Q. Officers shall monitor the primary talk groups. Air Terminal units also monitor the Air Terminal talk groups.

R. The Communications Center is capable of communicating on the Statewide Interagency frequency ~~(Intercity)~~ (8CALL) and relaying information to local units and vice versa. (CALEA 81.2.4.d, 81.3.3)

S. All officers have the ~~PERM NET~~ METRO talk group in their mobile and/or portable radios. This talk group allows communications with the Midland County Sheriff's Office and the Department of Public Safety. (CALEA 81.2.4.d, 81.3.3)

T. Officers utilizing laptop computers are required to follow the same provisions that apply to mobile radios with the exception of those which, by their very nature, would have no application.

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Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

III. EMERGENCY SITUATIONS (CALEA 81.2.4.g)

A. Transmissions regarding emergency situations, pursuits, and serious crimes in progress shall be given priority over all other transmissions. When an emergency exists on any talk group, EMG will appear on all Police Department radios. Units not involved must route all essential radio traffic to a secondary talk group until dispatch clears restricted traffic. The secondary talk group should be restricted to the dispatch and resolution of calls for service. Routine requests for information such as drivers license, warrant, and criminal history information should be curtailed while emergency traffic conditions exist. Requests for such information will be handled only as time permits. The emergency traffic conditions will not affect the officer's ability to make inquires of the database via the laptop computer, which should be used to reduce un-necessary radio traffic.

B. Units coming in-service during an emergency situation shall switch to a secondary talk group and advise that dispatcher.

C. When an "officer needs assistance" call is received Communications shall make a general broadcast and then dispatch a supervisor and ~~the adjoining sector~~ any available unit(s) to respond.

IV. SUPERVISOR RESPONSIBILITY

A. Supervisors are responsible for the radio conduct of their subordinates and shall immediately correct improper radio procedure.

B. Supervisors carefully monitor and supervise use of the radio and assist officers as required.

C. Field supervisors monitor all talk groups and remain available to the primary talk group. Supervisors may be assigned calls if no other units are available.

V. COMMUNICATIONS FUNCTIONS

A. The basic function of the communications system is to satisfy the immediate informational needs of the Department in the course of normal daily activities and during emergency situations.

B. Communication personnel convey information from the public, to the officer who responds to calls for service, to other law enforcement personnel, and to service agencies.

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

C. The Department's communication system involves central and mobile communications. Central communication services are provided to the Department by the Public Safety Communications Center (P.S.C.C.).

VI. COMMUNICATIONS AND INFORMATION SYSTEM

A. P.S.C.C. is a highly specialized unit of personnel, which provides centralized communications services to the Midland Police Department, Midland Fire Department, and the Midland County Sheriff's Department. The P.S.C.C. is a division of the ~~Communications and Information Systems Department~~ Police Department.

B. Because Central Communications involves service to multiple agencies, maintenance of a manual of policies and procedures directly related to Central Communications operations is the responsibility of the Communications Manager.

C. P.S.C.C. personnel shall adhere to the Public Safety Communications Center Standard Operating Procedure Manual. This manual details procedures to be used by the Communications Center in performing telephone, teletype, radio, and automated data communications functions. A copy of this manual is maintained in the Communications Center and is made available to all personnel.

D. Radio operations are conducted in accordance with Federal Communications Commission procedures and requirements. The ~~C.I.S.D. Director~~ Communications Manager ensures that the Communications Center follows F.C.C. regulations. (CALEA 81.1.2)

E. Access to the Communications Center is restricted to authorized personnel. The Communications Manager is responsible for establishing a list of authorized personnel. Additions to this list shall be based on: (CALEA 81.3.1.a)

1. Security

2. Efficiency

3. Necessity

F. The Communications Center is located partially underground in order to protect communications personnel and equipment. An alternate power source sufficient to provide electrical power for continued operation of emergency communications is furnished by a full powered generator. The generator is inspected and tested at least weekly to assure its readiness. (CALEA 81.3.1.b, c, d, 81.3.2)

G. Centralized communications provided by the P.S.C.C. include base-mobile communications and telephone communications.

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

H. Telephone communications include twenty-four hour, toll-free, TDD/TTY, telephone access for emergency calls for service and prompt handling and routing of misdirected emergency calls. (CALEA 81.2.1, 81.3.3)

I. The Public Safety Communications Center (P.S.C.C.) provides twenty-four hour two-way radio communication with continuous communications between the Communications Center and on-duty employees. (CALEA 81.2.2)

J. P.S.C.C. has immediate playback capabilities of all telephone conversations which request law enforcement services as well as all radio transmissions. Requests to review recorded material are made to the Communications Manager or Supervisor. (CALEA 81.2.8.a)

K. The Communications Manager or Supervisor allows the following to review recorded information: (CALEA 81.2.8.c)

1. Chief of Police
2. Internal Affairs Investigator
3. Any sworn MPD Supervisor
4. Fire Chief, Assistant Chief, or Battalion Chief
5. Sheriff or sworn supervisor rank of Sergeant or higher
6. District or County Attorney
7. Any other person authorized by the Communications Manager

L. The on-duty Communications supervisor shall remove and hold from the regular rotation any ~~tape~~ recording at the request of: (CALEA 81.2.8.b)

1. Chief of Police
2. Communications Manager
3. Internal Affairs Investigator
4. Any sworn MPD Supervisor
5. Case Detective

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

6. Fire Chief, Assistant Chief, or Battalion Chief

7. Sheriff, or sworn supervisor rank of Sergeant or higher

8. District or County Attorney

M. The Communications supervisor secures all ~~tape~~ recordings being held by request ~~in the Communications Manager's office. These tapes are maintained~~ until the Communications Manager is notified of disposition. All other ~~tape~~ recordings are maintained for a minimum of three hundred and sixty-five days. (CALEA 81.2.8.a, b)

N. P.S.C.C. records the following information each time service is requested:

1. Date and time of request (CALEA 81.2.3.b)

2. Name and address of complainant (CALEA 81.2.3.c)

3. Type of incident reported, including information to enhance officer safety and conditions that may be encountered at the scene (CALEA 81.2.3.d)

4. Location of incident with intersecting cross street (CALEA 81.2.3.e)

5. Time of dispatch (CALEA 81.2.3.g)

6. Time of arrival (CALEA 81.2.3.h)

7. Time unit returned to service (CALEA 81.2.3.i, 81.2.5.e)

8. Disposition or status of reported incident (CALEA 81.2.3.j, 81.2.5.e)

9. Complaint control number for each specific call for law enforcement service (CALEA 81.2.3.a)

10. Primary officer assigned (CALEA 81.2.3.f)

11. Back-up or assisting officers (CALEA 81.2.3.f)

O. Communications personnel shall secure the following services when requested:

1. Fire and Rescue equipment

2. Environmental and humane services

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

3. Ambulances

4. Wreckers

5. Animal Control

6. Other agency assistance

P. The Communications Center has immediate access to the following Department resources:

1. Officer in-charge (CALEA 81.2.5.a)

2. Duty roster of all personnel (CALEA 81.2.5.b)

3. Telephone list of all personnel (CALEA 81.2.5.c)

4. Plans for accepting and delivering emergency messages

5. Maps of the service area (CALEA 81.2.5.d)

6. Central records and data storage on an as needed basis

7. Tactical dispatching plans (CALEA 81.2.5.g)

8. All personnel subject to being called-out (CALEA 81.2.5.f)

Q. The Communications Center maintains plans for dispatching to all call types including a recommended response. Special plans have been devised and are in the P.S.C.C. Standard Operating Procedures. (CALEA 81.2.4.e)

R. Communications Personnel maintain an updated list of all community services and Victim/Witness Assistance services available in Midland County. Communications personnel provide referral information, regarding services offered by the Department and other governmental or private organizations for victim/witnesses or others in need of medical attention, counseling, or emergency financial assistance. This service is available on all published multi-agency phone lines for non-emergencies or on 911 if an emergency response is needed. (CALEA 81.3.3, 81.2.7)

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Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

S. First Responder Training for P.S.C.C. Personnel is provided for and coordinated through the Department's Victim/Witness liaison, which is the Investigations Lieutenant. This training is in conjunction with that provided for patrol officers, detectives, and other sworn/civilian personnel whose responsibilities may relate to Victim/Witness Assistance. (CALEA 81.2.6.a, 81.2.7)

VII. UNIT RESPONSE AND RADIO PROCEDURE

A. Employees will be familiar with codes and signals used by the Department and the purpose and use of the TLETS/NLETS system.

B. When giving subject descriptions officers should include:

1. Name
2. Sex
3. Race
4. Age
5. Height
6. Weight
7. Hair color
8. Eye color
9. Complexion
10. Scars, marks and tattoos
11. Clothing description:
    a. Hat
    b. Shirt
    c. Coat
    d. Trousers

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Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

e. Socks

f. Shoes

C. When describing a vehicle, officers should use "CYMBALS":

C -- Color of vehicle

Y -- Year of manufacture of the vehicle

M -- Make of vehicle

B -- Body style

A -- Additional accessories

L -- License number of the vehicle

S -- Serial number (VIN)

D. Officers are expected to be familiar with streets and roads and should not ask directions over the air unless in an emergency. All officers are supplied with current city maps.

VIII. COMMUNICATIONS EQUIPMENT

A. All ~~marked~~ patrol vehicles are equipped with mobile radio equipment. All other officers are equipped with portable radios with installed vehicular chargers.

B. All officers are assigned a portable transceiver in order to assure constant contact with the Communications Center.

C. Unless specifically authorized by the Chief of Police, employees will not possess or install other radios capable of transmitting on any law enforcement frequency.

IX. EMERGENCY MESSAGES (CALEA 55.2.6, 81.2.11)

A. Messages are accepted for delivery if it is determined that the caller has exhausted all reasonable means to contact the person.

B. Emergency messages include:

1. Death notification

2. Serious illness or injury

Effective Date	August 1993
Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

3. Other messages of an emergency nature

4. Checking the personal welfare of citizens separated or overdue motorists

5. Messages from other law enforcement agencies or public agencies

C. Non-emergency or business messages are not accepted for delivery unless approved by the on-duty Communications Supervisor.

D. Officers must take all necessary steps to deliver emergency messages to the appropriate person. In the event that personal contact is not made, the officer will leave a note detailing the appropriate information for the person to be contacted. The note contains:

1. The officer's name

2. The time and date of delivery

3. MPD incident number

4. The person's name the message is for

5. The name, address, and telephone number of the person to be contacted

6. A short message, if appropriate

E. The officer must notify the Dispatcher of the actions taken to deliver the message.

X. STOLEN VEHICLES

A. All locally stolen vehicle complaint information ~~should be~~ is forwarded to patrol briefing at the beginning of each shift by Communications. ~~personnel.~~ This information is also published in the ~~Daily Bulletin~~ BOLO list.

B. Teletypes of stolen vehicles from surrounding agencies are forwarded to patrol briefings by Communications personnel.

C. Information on vehicles stolen during a shift from Midland or surrounding agencies is broadcast to on-duty units by the Communications Center.

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Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

XI. OBTAINING EXTERNAL SERVICES (CALEA 81.2.5.f)

A. A ~~manual~~ directory of telephone listings for needed services outside the Department is maintained and updated regularly by the Communications Center.

B. The Communications Manager or designee inspects this ~~manual~~ directory ~~once each month to~~ as needed to determine if updated information is being maintained.

XII. OBTAINING RELEVANT INFORMATION

A. On all calls for police service the call taker must attempt to obtain the location of occurrence and nature of the call. These two pieces of information are absolutely necessary to properly handle the call.

B. The call taker will attempt to ascertain name, address and telephone number of the caller, location of the caller, and any other pertinent information. If a vehicle is involved, the call taker will attempt to ascertain vehicle identification characteristics such as color, year, make, model, license plate information, and last known direction of travel.

C. If a person involved in the incident is believed to be a suspect or actor, the call taker must attempt to ascertain identifying characteristics such as race, sex, approximate age, height, weight, clothing description, and last known direction of travel.

D. On calls reporting an incident in progress (robbery, burglary, etc.) the call taker should attempt to keep the caller on the line and elicit more information until the first officer arrives on the scene. The call taker will record and pass on to the dispatcher further information specific to the incident and the continuing occurrences of the incident.

E. The dispatcher must relay relevant information to units responding to the scene.

XIII. TCIC/NCIC - TLETS/NLETS (CALEA 81.2.9 AND 82.1.7)

A. Information maintained in the computerized data bases associated with the Texas/National Law Enforcement Telecommunications Systems (TLETS/NLETS), Texas National Crime Information Centers (TCIC/NCIC) is of confidential nature under most circumstances. Distribution of such information to non-authorized persons could endanger the provisions of privacy afforded to all individuals and could therefore, lead to liability and legal action against the Department. All precautions will be taken to ensure the continued protection of the privacy of all individuals with regard to this information.

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Revision Date	
Review Date	01/2010, 12/2016
Previous Revision Date	10/2007
Affects: All Personnel	
Chapter 3 Section 6 Communications	

B. TCIC/NCIC, TLETS/NLETS systems are designed exclusively for use by criminal justice agencies in conducting their lawfully authorized duties within their respective jurisdictions. Criminal Justice agencies which perform the administration of criminal justice pursuant to a statue or executive order. The "administration of criminal justice" means performance of any of the following activities: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. Use of the system for any other purposes is violation of State Statues and Federal Regulations as well as a user agreement, which could result in the termination of service to any agency.

C. Only persons associated with Criminal Justice, as defined in the NCIC manual, will be authorized any contact with or access to the TLETS/NLETS system.

D. No employee should request, submit, convey, or otherwise distribute information to or from the TLETS/NLETS, TCIC/NCIC systems unless it is in accordance with the provisions of the TLETS/NLETS and TCIC/NCIC manuals. Submissions are recorded and audited by the Department of Public Safety and/or the Public Safety Communications Manager, who is the Terminal Agency Coordinator. Requests, submissions, conveyance or distribution for an employee personal use is strictly prohibited. Administrative sanctions and/or state sanction could be imposed.

E. The interpretation of policy surrounding the use of the aforementioned systems is the responsibility of the Communications Manager.

F. Any matter needing interpretation should be temporarily suspended and information regarding that matter should not be submitted or released until the interpretation is issued by the Communications Manager.

XIV. MAINFRAME COMPUTER AUTHORIZATION (CALEA 81.2.9 AND 82.1.7)

A. No employee shall knowingly or intentionally operate a computer terminal, whether desktop or laptop, if that person has not properly logged on or been granted access to it by the individual who is properly logged on. It will be the responsibility of the employee to properly log off any computer terminal. (CALEA 41.3.7)

B. No employee shall use a security access password of another individual when logging on to a terminal, unless required by an emergency or unusual circumstance.

A. Employees and officers shall not:

1. Use information obtained by the Department or through official capacity with the Department in any outside employment, other than to control crime.

2. Engage in off-duty/extra-duty employment until all requirements for off-duty/extra-duty employment are met and approval received. This applies regardless of the type employment and compensation.

3. Be compensated by the Department for any civil court case resulting from off-duty/extra-duty employment. On-duty officers required to attend a civil trial resulting from official police action during off-duty employment may be authorized special assignment for this purpose. If the civil action is for other

*A. Dress Code

Attachment 7

1. Employees working an extra-duty job in which contact with the public is expected and law enforcement action likely to occur, such as at bars or parties, are required to wear the class "A" uniform, the class "B" uniform, or the utility uniform. No uniforms with an external vest carrier are to be worn. Exceptions may be granted through the Office of the Professional Standards Division Lieutenant or the Chief of Police depending on venue and operational requirements.

Attachment 7

Effective Date	August 1993
Revision Date	12/2022
Review Date	12/2022
Previous Revision Date	06/2021
Affects: All Personnel	

Chapter 4 Section 3
Off-Duty and Extra-Duty Employment

than a police related matter, the officer shall take vacation or compensatory time.

4. Work off-duty/extra-duty employment to the extent that it affects the officer's on-duty job performance. (CALEA 22.3.5.b)

5. Engage in off-duty/extra-duty employment on the same calendar day they fail to report for duty or fail to complete their tour of duty due to illness or injury.

6. Advertise for or solicit business in connection with off-duty/extra-duty employment while on-duty. (CALEA 22.3.4)

*7. Unless approved by the Chief of Police, hold a commission from any other law enforcement agency (local, state, or federal). (CALEA 22.3.4)

Effective Date	August 1993
Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	12/2022
Affects: All Personnel	

Chapter 4 Section 3
Off-Duty and Extra-Duty Employment

2. Officers working an extra-duty job in which only minimal contact with the public is expected and law enforcement action not likely to occur, such as working nighttime security at Greentree or working nighttime security at an oil rig site, may wear the class "A" uniform, the class "B" uniform, the utility uniform, or the police identifiable uniform. The police identifiable uniform consists of a collared shirt bearing the Midland Police Department logo, dress pants, range/rough duty pants, or blue jeans (all pants must be in good condition with no noticeable fading, rips, tears, or decorative stitching), and close toed shoes or boots with no rips or tears. The police identifiable uniform also includes a police radio, Department approved handgun, handcuffs, and Midland Police Department badge worn either around the neck or on a belt displayed next to the firearm. Body armor must be available and easily accessible. Exceptions may be granted through the Office of the Professional Standards Division Lieutenant or the Chief of Police depending on venue and operational requirements.

8. Plan, organize and conduct necessary searches. (CALEA 42.2.2.d, 43.1.1.b)

9. Collect and submit for processing, any additional physical evidence. (CALEA 42.2.2.d, 43.1.1.b)

10. Identify suspects, have composite pictures made, show photographic and/or physical lineups for victims and witnesses. (CALEA 42.2.2.e, 43.1.1.b)

11. Disseminate suspect information to proper departmental personnel and other appropriate agencies. (CALEA 42.2.2.e, 43.1.1.c)

12. Prepare warrants. (CALEA 42.2.2.e, 43.1.1.c)

13. Locate, arrest and question suspects. Attempt to determine suspect's involvement in other crimes. (CALEA 42.2.2.e, f, 43.1.1.c)

8. Plan, organize and conduct necessary searches. (CALEA 42.2.2.d, 43.1.1.b)

9. Collect and submit for processing, any additional physical evidence. (CALEA 42.2.2.d, 43.1.1.b)

10. Identify suspects, have composite pictures made, show photographic and/or physical lineups for victims and witnesses. (CALEA 42.2.2.e, 43.1.1.b)

11. Disseminate suspect information to proper departmental personnel and other appropriate agencies. (CALEA 42.2.2.e, 43.1.1.c)

12. Prepare warrants. (CALEA 42.2.2.e, 43.1.1.c)

13. Locate, arrest and question suspects. Attempt to determine suspect's involvement in other crimes. (CALEA 42.2.2.e, f, 43.1.1.c)

*14. Prepare the case report for presentation to the District Attorney's Office or other appropriate authority. Present all related documentation, exculpatory

Attachment 8

Effective Date	August 1993
Revision Date	
Review Date	07/2012
Previous Revision Date	12/2008
Affects: Sworn Personnel; Community Service Officers/Clerks	
Chapter 9 Section 2 **Criminal Investigations**	

14. Prepare the case report for presentation to the District Attorney's Office or other appropriate authority. Present all related documentation and physical evidence. (CALEA 42.2.2.e, h; 42.2.3; 43.1.1.c)

15. Assist the Prosecuting Attorney as needed. (CALEA 42.2.2.h; 43.1.1.c)

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Previous Revision Date	10/2018
Affects: Sworn Personnel; Community Service Officers/Clerks	
Chapter 9 Section 2 **Criminal Investigations**	

evidence, and physical evidence. (CALEA 42.1.6, 42.2.2.e, h; 42.2.3; 43.1.1.c)

15. Assist the Prosecuting Attorney as needed. (CALEA 42.2.2.h; 43.1.1.c)

* B. Homicide

offense.

VII. BACKGROUND INVESTIGATIONS

A. Justification

1. A background investigation is used as an investigative tool for law enforcement purposes. Information gathered is used for determining a person's involvement in a criminal offense.

2. The circumstances of an alleged criminal offense may necessitate a background investigation of a complainant or victim. The background investigation may be necessary to validate a person's information.

offense.

*M. Exculpatory Evidence is evidence tending to excuse, justify, or absolve the alleged fault or guilt of a defendant. Any exculpatory evidence developed during a criminal investigation shall be presented to the District Attorney's Office or other appropriate agency as per this General Order Chapter and section, V.A. 14. If exculpatory evidence is developed at any point after the criminal case has been turned over to the District Attorney's Office or other appropriate authority, for which a defendant is subject to, or is experiencing, a significant and on-going deprivation of liberty, the section Sergeant should be made aware as soon as practical. The section Sergeant shall contact the case investigator and pass along the information in a timely manner. In turn, the case investigator, or in their absence, the section Sergeant, shall prepare and deliver a presentation concerning the previously unknown or unrecognized exculpatory evidence to the District Attorney's Office or other appropriate authority as soon as practical. (CALEA 42.1.6)

Effective Date	August 1993
Revision Date	
Review Date	07/2012
Previous Revision Date	12/2008
Affects: Sworn Personnel; Community Service Officers/Clerks	
Chapter 9 Section 2 **Criminal Investigations**	

B. Use of information

Information developed in a background investigation shall be used only to substantiate or disprove the alleged involvement of a person in a criminal case.

C. Sources of Information

1. Criminal History

2. Police Department Records

Effective Date	August 1993
Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	10/2018
Affects: Sworn Personnel; Community Service Officers/Clerks	
Chapter 9 Section 2 **Criminal Investigations**	

*N. If a post-conviction claim is made alleging exculpatory evidence was omitted by the Midland Police Department from presentation to the District Attorney's Office or other appropriate authority, the complaint shall be handled according to the directives established in Midland Police Department General Orders Chapter 6 Section 1 Internal Investigations. Post-Conviction investigations where claims of omitted exculpatory evidence are the result of the initial investigation by the Midland Police Department should not be conducted by investigative personnel involved in the initial investigation. (CALEA 42.1.6)

VII. BACKGROUND INVESTIGATIONS

of Police.

B. The Bureaus are:

1. Administrative Services Bureau
2. Field Operations Bureau
3. Investigative Services Bureau
4. Support Services Bureau

III. PRIMARY BUREAU RESPONSIBILITIES (CALEA 11.1.1, 11.1.2, 15.1.2)

A. Administrative Services Bureau

The Administrative Services Bureau is responsible for Administrative functions and fiscal affairs. This Bureau contains the Professional-Administrative Services Division. This Bureau is commanded by the Chief of Police.

Administrative Services Division

* This Division consists of the following: Internal Affairs; Personnel and Recruiting; the Cadet Program; Data Information Specialist; and Compliance Manager. This Division is commanded by a Lieutenant who reports directly to the Chief of Police. Internal Affairs and Personnel and Recruiting are staffed by a Sergeant, who report to the Lieutenant. Also reporting to the Lieutenant is the Information Data Specialist and Compliance Manager.

of Police.

B. The Bureaus are:

1. Administrative Services Bureau
2. Field Operations Bureau
3. Investigative Services Bureau
4. Support Services Bureau

III. PRIMARY BUREAU RESPONSIBILITIES (CALEA 11.1.1, 11.1.2, 15.1.2)

A. Administrative Services Bureau

The Administrative Services Bureau is responsible for administrative functions and fiscal affairs. This Bureau contains the Professional Standards Division. This Bureau is commanded by the Chief of Police.

Administrative Services Division

* This Division consists of the following: Internal Affairs; Personnel and Recruiting; the Cadet Program; Crime Prevention/Community Relations; Mobile Substation; Auxiliary Programs; the Chaplain Program; Data Information Unit; and Compliance Manager. This Division is commanded by a Lieutenant who reports directly to the Chief of Police. Internal Affairs, Personnel and Recruiting, and Crime Prevention/Community Relations are staffed by a Sergeant, who reports to the Lieutenant. Also reporting to the Lieutenant is the Information Data Unit and the Compliance Manager.

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Review Date	03/2023
Previous Revision Date	02/2015
Affects: All Personnel	

Chapter 1 Section 7
Department Organization

B. Field Operations Bureau

The Field Operations Bureau is responsible for the preliminary investigation of calls for service, traffic law enforcement, canine and directed patrol activities. This bureau is commanded by five Lieutenants. The Lieutenants report to the Deputy Chief of the Field Operations Bureau who in turn reports to the Chief of Police.

1. Patrol Division

This Division is responsible for the preliminary investigation of calls for service, traffic law enforcement, accident investigations and general patrol duties for the geographic area, 24 hours a day. The geographic areas are determined by periodic workload studies.

2. Traffic Operations Division

This Division is divided into the following areas: Traffic Unit; Departmental Fleet Program; Commercial Vehicle Enforcement; and Emergency Operation Center. The Lieutenant of this Division is responsible for the above-listed units and their deployment.

3. Special Operations Division

This Division is made up of the Directed Patrol/Gang Suppression Team, which provides street-level response to identifiable COMPSTAT problems in addition to identifying, monitoring, and providing street-level suppression on gangs; and the Canine Unit.

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Revision Date	05/2023
Review Date	05/2023
Previous Revision Date	03/2023
Affects: All Personnel	

Chapter 1 Section 7
Department Organization

B. Field Operations Bureau

The Field Operations Bureau is responsible for the preliminary investigation of calls for service, traffic law enforcement and canine activities. This bureau is commanded by five Lieutenants. The Lieutenants report to the Deputy Chief of the Field Operations Bureau who in turn reports to the Chief of Police.

1. Patrol Division

This Division is responsible for the preliminary investigation of calls for service, traffic law enforcement, accident investigations and general patrol duties for the geographic area, 24 hours a day. The geographic areas are determined by periodic workload studies.

2. Traffic Operations Division

This Division is divided into the following areas: Traffic Unit; Commercial Vehicle Enforcement; and Emergency Operation Center. The Lieutenant of this Division is responsible for the above-listed units and their deployment.

3. Special Operations Division

This Division is made up of the Canine Unit.

C. Investigative Services Bureau

This Division is made up of the Directed Patrol/Gang Suppression Team, which provides street-level response to identifiable COMPSTAT problems in addition to identifying, monitoring, and providing street-level suppression on gangs; and the Canine Unit.

C. Investigative Services Bureau

The Investigative Services Bureau is responsible for follow-up investigations in criminal cases, excluding traffic related cases. This Bureau is made up of two Divisions each commanded by a Lieutenant who report to the Deputy Chief of the Investigative Services Bureau. The Deputy Chief of the Bureau reports to the Chief of Police.

1. Investigations

This Division is responsible for the investigation of Crimes against Persons; White-Collar Investigations; Auto Theft Investigations; Juvenile Crimes Investigations; Victims of Crime Liaison; Crime Prevention/Community

C. Investigative Services Bureau

The Investigative Services Bureau is responsible for follow-up investigations in criminal cases, excluding traffic related cases. This Bureau is made up of two Divisions each commanded by a Lieutenant who report to the Deputy Chief of the Investigative Services Bureau. The Deputy Chief of the Bureau reports to the Chief of Police.

1. Investigations

This Division is responsible for the investigation of Crimes against Persons; Crimes against Property; White-Collar Investigations; Auto Theft Investigations; Computer Forensic Analysis; Sex Offender Compliance; Juvenile Crimes Investigations; Victims of Crime Liaison; Court Liaison and the Crime Scene Investigation Unit. The division is divided into six units, four are supervised by sergeants. The Crime Scene Unit and Court Liaison Unit

Page 2 of 5

Effective Date	August 1993
Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	02/2015
Affects: All Personnel	
Chapter 1 Section 7 **Department Organization**	

Relations Section; Mobile Substation; Auxiliary Programs; the Chaplain Program; and the Crime Scene Investigation Unit. The division is divided into four units, three are supervised by sergeants and the Crime Scene Unit is supervised by a civilian.

Effective Date	August 1993
Revision Date	05/2023
Review Date	05/2023
Previous Revision Date	03/2023
Affects: All Personnel	
Chapter 1 Section 7 **Department Organization**	

are supervised by a civilian. The Crimes against Property unit also provides initial training for new investigators.

2. Special Investigations

Relations Section; Mobile Substation; Auxiliary Programs; the Chaplain Program; and the Crime Scene Investigation Unit. The division is divided into four units, three are supervised by sergeants and the Crime Scene Unit is supervised by a civilian.

2. Special Investigations

This Division is responsible for Narcotics/Vice Investigations; HIDTA; the DEA Task Force Officer; Crimes against Property: Sex Offender Awareness Facts and Enforcement (SAFE); and Crime Analysis. The Narcotics/Vice Investigations Sergeant, Property Investigation Sergeants; HIDTA Sergeant; and Crime Analysis Supervisor report to the Special Investigations Lieutenant. The Crimes against Property also provides initial training for new investigators.

Chapter 1 Section 7
Department Organization

are supervised by a civilian. The Crimes against Property unit also provides initial training for new investigators.

2. Special Investigations

This Division is responsible for Narcotics/Vice Investigations; HIDTA; the DEA Task Force Officer; Directed Patrol/Gang Suppression Team and Crime Analysis. The Narcotics/Vice Investigations Sergeant, HIDTA Sergeant; Directed Patrol/Gang Suppression Team Sergeant and Crime Analysis Supervisor report to the Special Investigations Lieutenant.

*D. Support Services Bureau

The Support Services Bureau is responsible for the Airport; Training; Public Safety Communications Center (PSCC); Police Purchasing/Supply; the Telephone Response

Program, and the Crime Scene Investigation Unit. The division is divided into four units, three are supervised by sergeants and the Crime Scene Unit is supervised by a civilian.

2. Special Investigations

This Division is responsible for Narcotics/Vice Investigations; HIDTA; the DEA Task Force Officer; Crimes against Property: Sex Offender Awareness Facts and Enforcement (SAFE); and Crime Analysis. The Narcotics/Vice Investigations Sergeant, Property Investigation Sergeants; HIDTA Sergeant; and Crime Analysis Supervisor report to the Special Investigations Lieutenant. The Crimes against Property also provides initial training for new investigators.

*D. Support Services Bureau

The Support Services Bureau is responsible for the Airport; Training; Police Purchasing/Supply; the Telephone Response Unit; Records/Data Management and Evidence Management, and Fleet/Technology. The Training Division and Airport Division are commanded by Lieutenants and the Support Services Division is commanded by the Support Services Manager. Division Commanders report to the Deputy Chief of the Support Service Bureau.

*1. Support Services Division

This Division is responsible for Purchasing/Supply; Telephone Response Unit (TRU); Records/Data Management, Evidence Management, and Fleet/Technology.

2. Training Division

This Division has the primary responsibility of assuring that all personnel receive adequate training in their job area. Functions within this Division include Field Training/Probationary Police Officer Programs, Firearms training, Physical Fitness training, In-service training, Career Development Programs.

3. Airport Division

This Division is responsible for the preliminary investigation of calls for service, traffic law enforcement, accident investigation, general patrol duties

initial training for new investigators.

2. Special Investigations

This Division is responsible for Narcotics/Vice Investigations; HIDTA; the DEA Task Force Officer; Directed Patrol/Gang Suppression Team and Crime Analysis. The Narcotics/Vice Investigations Sergeant, HIDTA Sergeant; Directed Patrol/Gang Suppression Team Sergeant and Crime Analysis Supervisor report to the Special Investigations Lieutenant.

*D. Support Services Bureau

The Support Services Bureau is responsible for the Airport; Training; Public Safety Communications Center (PSCC); Police Purchasing/Supply; the Telephone Response Unit; Records/Data Management and Evidence Management, and Fleet/Technology. The Training Division and Airport Division are commanded by Lieutenants. The Support Services Division is commanded by the Support Services Manager and the Public Safety Communications Center (PSCC) is commanded by the Communications Manager. Division Commanders report to the Deputy Chief of the Support Service Bureau.

*1. Support Services Division

This Division is responsible for Purchasing/Supply; Telephone Response Unit (TRU); Records/Data Management, Evidence Management, and Fleet/Technology.

2. Training Division

This Division has the primary responsibility of assuring that all personnel receive adequate training in their job area. Functions within this Division include, The Midland Law Enforcement Academy, Field Training/Probationary Police Officer Programs, Firearms training, Physical Fitness training, In-service training, Career Development Programs.

3. Airport Division

This Division is responsible for the preliminary investigation of calls for service, traffic law enforcement, accident investigation, general patrol duties and other duties as may be required by the geographical location of the Midland International Airport and Airpark Municipal Airport.

Effective Date	August 1993
Revision Date	03/2023
Review Date	03/2023
Previous Revision Date	02/2015
Affects: All Personnel	
Chapter 1 Section 7 **Department Organization**	

and other duties as may be required by the geographical location of the Midland International Airport and Airpark Municipal Airport.

IV. ORGANIZATIONAL CHARTS (CALEA 11.1.1, 11.1.2)

A. The organizational structure of the Department is depicted in organizational charts, which reflect the chain of command and lines of authority within the Department and within each Bureau.

B. The organizational charts of the Department are found on the Midland Police Department's website. Organizational charts are reviewed and updated annually, and made available to the public.

Effective Date	August 1993
Revision Date	05/2023
Review Date	05/2023
Previous Revision Date	03/2023
Affects: All Personnel	
Chapter 1 Section 7 **Department Organization**	

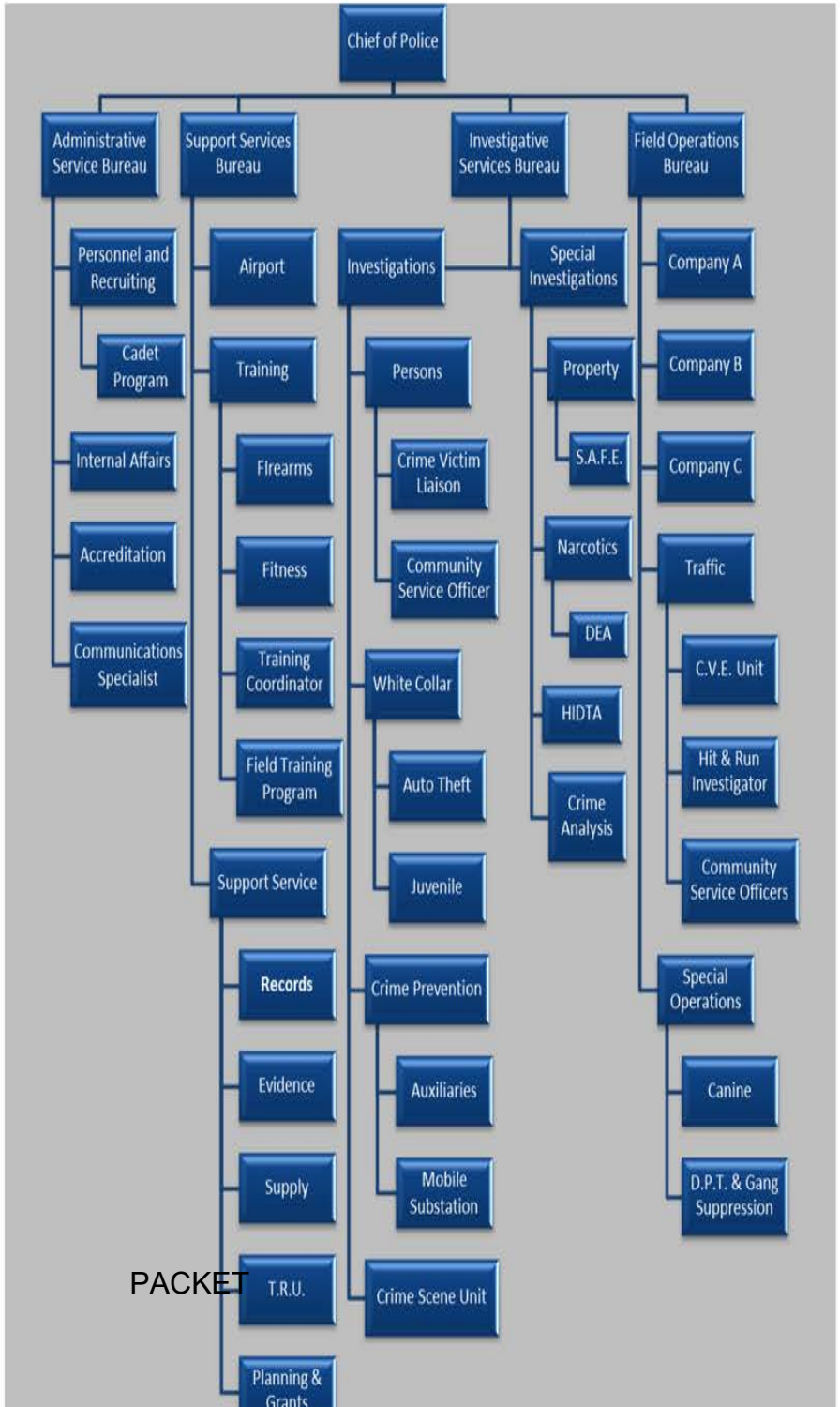
4. Public Safety Communications Center (PSCC)

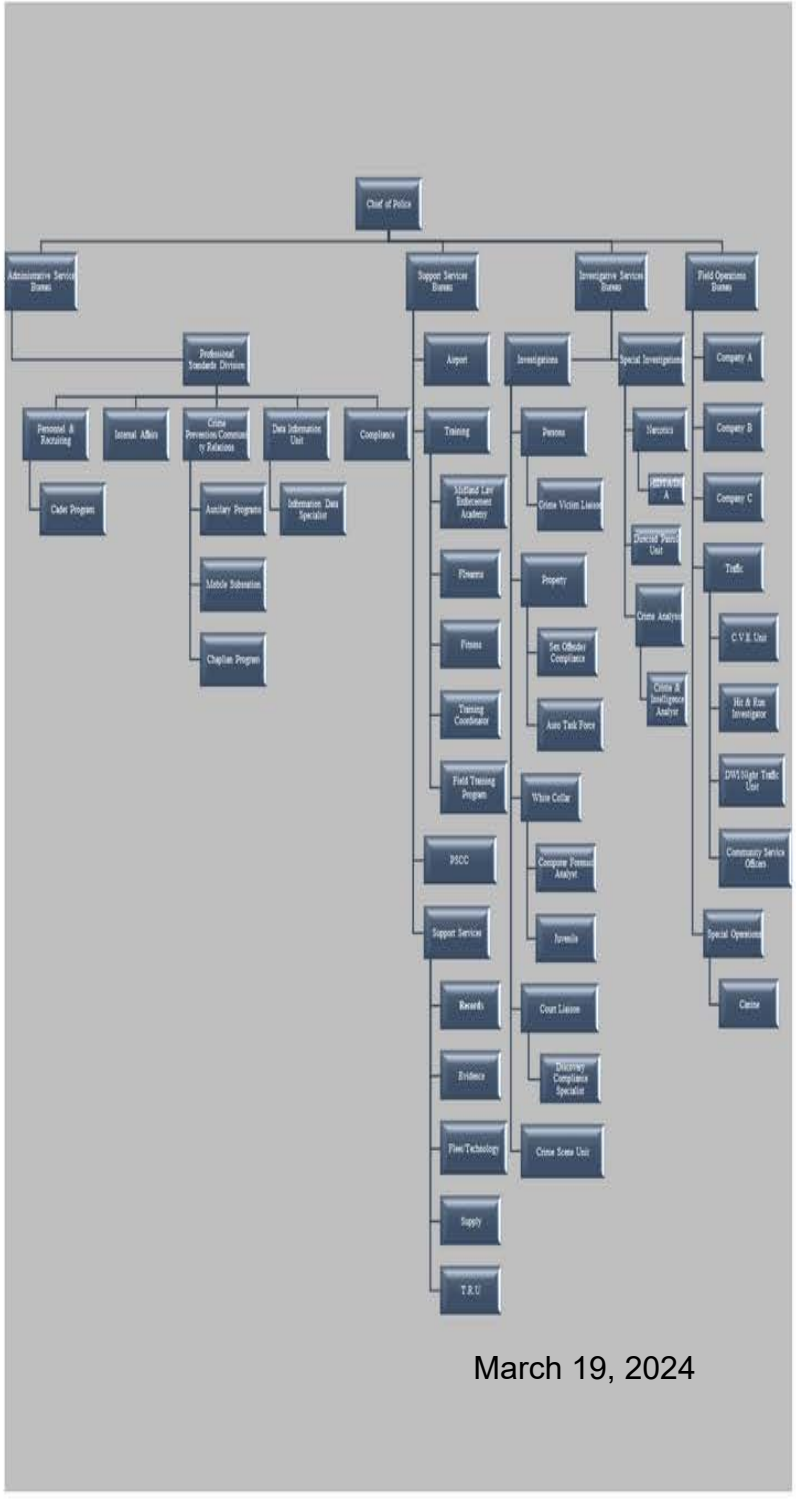
This Division is responsible for the immediate informational needs of the Department during normal daily activities and during emergency situations. Communications personnel convey information from the public to the officer who responds to calls for service, to other law enforcement personnel, and to service agencies.

IV. ORGANIZATIONAL CHARTS (CALEA 11.1.1, 11.1.2)

A. The organizational structure of the Department is depicted in organizational charts, which reflect the chain of command and lines of authority within the Department and within each Bureau.

B. The organizational charts of the Department are found on the Midland Police Department's website. Organizational charts are reviewed and updated annually, and made available to the public.


Chief of Police
Administrative Service Bureau
Support Services Bureau
Investigative Services Bureau
Field Operations Bureau
Personnel and Recruiting
Cadet Program
Internal Affairs
Accreditation
Communications Specialist
Airport
Training
Firearms
Fitness
Training Coordinator
Field Training Program
Support Service
Records
Evidence
Supply
T.R.U.
Planning & Grants
Investigations
Persons
Crime Victim Liaison
Community Service Officer
White Collar
Auto Theft
Juvenile
Crime Prevention
Auxiliaries
Mobile Substation
Crime Scene Unit
Special Investigations
Property
S.A.F.E.
Narcotics
DEA
HIDTA
Crime Analysis
Company A
Company B
Company C
Traffic
C.V.E. Unit
Hit & Run Investigator
Community Service Officers
Special Operations
Canine
D.P.T. & Gang Suppression



Effective Date	August 1993
Revision Date	05/2019
Review Date	04/2019
Previous Revision Date	07/2012
Affects: Sworn Personnel, Traffic CSOs and Communications	

Chapter 8 Section 6
Motor Vehicle Accident Investigation

I. STATEMENT OF PURPOSE

It is the intended purpose of the Department to insure the compliance with regulations set forth by the Texas Department of Public Safety when persons are involved in a traffic crash. The directives in this order are intended to provide guidance in achieving these objectives.

II. AUTHORITY TO INVESTIGATE

Texas Motor Vehicle Laws govern the authority of the Department to investigate crashes. This applies most directly to crashes involving damage in excess of $1000 to any one person's property, death or injury of any person.

III. RESPONSE AND INVESTIGATION

A. Officer(s) shall respond to the scene of all traffic crashes that are reported within a reasonable amount of time of their occurrence.

B. Death or Injury Crashes (CALEA 61.2.1.a, 61.2.2.a)

1. At least two officers and a supervisor shall respond to crashes involving death or injury.

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Review Date	04/2023
Previous Revision Date	05/2019
Affects: Sworn Personnel, Traffic CSOs and Communications	

Chapter 8 Section 6
Motor Vehicle Accident Investigation

I. STATEMENT OF PURPOSE

It is the intended purpose of the Department to ensure compliance with regulations set forth by the Texas Department of Public Safety when persons are involved in a traffic crash. The directives in this order are intended to provide guidance in achieving these objectives.

II. AUTHORITY TO INVESTIGATE

Texas Motor Vehicle Laws govern the authority of the Department to investigate crashes. This applies most directly to crashes involving damage in excess of $1000 to any one person's property, death or injury of any person.

A. Definitions:

1. ***Crash***: An identified event that produces injury, death, or damages.

2. ***Crash Investigation***: The methodical collection of evidence and facts, and the analysis and interpretation of the evidence. The fundamental purpose of the crash investigation is to identify the cause(s), why the crash happened, and to recommend correction actions to prevent or minimize the chance of reoccurrence.

II. AUTHORITY TO INVESTIGATE

Texas Motor Vehicle Laws govern the authority of the Department to investigate crashes. This applies most directly to crashes involving damage in excess of $1000 to any one person's property, death or injury of any person.

III. RESPONSE AND INVESTIGATION

A. Officer(s) shall respond to the scene of all traffic crashes that are reported within a reasonable amount of time of their occurrence.

B. Death or Injury Crashes (CALEA 61.2.1.a, 61.2.2.a)

1. At least two officers and a supervisor shall respond to crashes involving death or injury.

2. All crashes resulting in death or life-threatening injuries shall be investigated and reported by the Reconstruction Team. When a crash of this nature is reported, the Traffic Lieutenant and the Traffic Sergeant shall be notified immediately. They determine the number of Traffic Officers needed. (CALEA 83.1.1)

3. Crashes that involve injuries that are not life threatening shall be investigated and reported by an on-duty officer designated by the dispatcher or an on-duty supervisor.

C. Property Damage Crashes (CALEA 61.2.1.b, 61.2.2.d)

1. At least one officer shall respond to a crash that involves property damage.

2. The officer assigned to report and investigate the crash is determined by the dispatcher or appropriate on-duty supervisor.

3. All crashes with $1000 to any one person's property shall be investigated and reported.

II. AUTHORITY TO INVESTIGATE

Texas Motor Vehicle Laws govern the authority of the Department to investigate crashes. This applies most directly to crashes involving damage in excess of $1000 to any one person's property, death or injury of any person.

A. Definitions:

1. ***Crash***: An identified event that produces injury, death, or damages.

2. ***Crash Investigation***: The methodical collection of evidence and facts, and the analysis and interpretation of the evidence. The fundamental purpose of the crash investigation is to identify the cause(s), why the crash happened, and to recommend correction actions to prevent or minimize the chance of reoccurrence.

III. RESPONSE AND INVESTIGATION

A. On Scene Response Criteria-Officer(s) shall respond to the scene of all traffic crashes that involve any of the following:

1. Death or injury
2. Hit and run
3. Impairment of an operator due to alcohol or drugs
4. Damage to public vehicles or property
5. Hazardous materials
6. Disturbance between principals
7. Major traffic congestion as a result of the crash; or
8. Damage to vehicles to the extent that towing is required.

B. No Response- If none of the on-scene response criteria exist, the Midland Police Department will not respond to the crash scene. Persons involved in these crashes are to be told that they may obtain the form for reporting the crash to the Texas Department of Transportation.

property crashes.

2. Private property crashes are reported, however, they are not normally investigated. (CALEA 83.2.6)

3. Private property crashes are investigated and a crash form (CR-3) completed if:

   a. Any driver or passenger has suffered an injury code of "B" or greater, or

   b. Any driver is under the influence of drugs or alcoholic beverages.

Blue Form) and advised of proper actions to take.

E. Hit and Run Crashes (CALEA 61.2.1.c, 61.2.2.b)

1. Criteria- The Midland Police Department files investigative reports of Hit and Run traffic crashes and conducts follow-up investigations only when the crash is reported within 24 hours of its discovery and at least one of the following criteria is met:

   A. There is reported injury or death
   B. There is damage to property of the City of Midland
   C. The crash occurred in conjunction with a police pursuit
   D. There is damage to the extent that towing is required at the crash scene.

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Revision Date	05/2019
Review Date	04/2019
Previous Revision Date	07/2012
Affects: Sworn Personnel, Traffic CSOs and Communications	
Chapter 8 Section 6 **Motor Vehicle Accident Investigation**	

F. Impairment Due to Alcohol and Drugs (CALEA 61.2.1.d, 61.2.2.c)

1. At least two officers shall respond to crashes involving drivers impaired by alcohol or drugs.

2. Crashes involving an impaired driver shall be investigated and reported.

3. The dispatcher or on-duty supervisor designates an officer to report and investigate the crash.

4. A copy of the crash report is submitted along with associated DWI reports. (CALEA 83.2.6)

G. Hazardous Materials (CALEA 61.2.1.e, 61.2.2.e, 83.2.6)

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Revision Date	04/2023
Review Date	04/2023
Previous Revision Date	05/2019
Affects: Sworn Personnel, Traffic CSOs and Communications	
Chapter 8 Section 6 **Motor Vehicle Accident Investigation**	

E. There is viable suspect follow-up information

2. At least one officer shall respond to a hit and run crash.

3. Hit and run crashes occurring on other than private property are reported on form CR-3 and investigated. (CALEA 83.2.6)

4. Hit and run crashes on private property are reported on a Private Property Vehicle crash Information Sheet (A047). (CALEA 83.2.6)

5. The officer assigned to investigate and/or report the crash is determined by the dispatcher or on-duty supervisor.

6. Persons having information leading to the identity of the hit and run driver or

y crash leave the scene and the officer is
given a Driver's Confidential crash Report
h. (CALEA 83.2.6)

tion Sheet (A047) shall be used on private
reporting. (CALEA 61.2.1.f, 83.2.6)

e of less than $1000, where neither party
not require a report. If all parties are in
y information. (CALEA 83.2.6)

d on minor crashes occurring on limited
fatality crashes shall be reported on the

ent to driver, pedestrian, vehicle, location,
ll such information is collected and placed
le available for the State of Texas, Traffic
records. These reports are open records,
and paying the required fee.

C. The officer assigned to investigate the crash is determined by the dispatcher or appropriate on-duty supervisor.

D. On fatality crashes, the Reconstruction Team officer obtains all necessary information. The officer requests necessary photographs, collects and tags evidence, takes appropriate measurements and follows-up as needed with the hospital, funeral home and autopsy reports. (CALEA 61.2.3.d)

V. CRASH REPORTS AND RECORDS

A. Crash reports are completed in the following:

1. Death and injury crashes. (CALEA 61.2.1.a, 61.2.2.a)

2. Hit and run crashes that meet the following criteria. (CALEA 61.2.1.b, 61.2.2.b)

a. There is reported injury or death.
b. There is damage to property of the City of Midland
c. The crash occurred in conjunction with a police pursuit
d. There is damage to the extent that towing is required at the crash scene.
e. There is viable suspect follow-up information.

All necessary reports and documentation are prepared to support any charges arising from an accident.

VIII. CRASH INVESTIGATION EQUIPMENT (CALEA 83.2.6)

All traffic section vehicles and reconstruction team vehicles are equipped with:

1. Marking crayon and paint
2. Traffic template
3. Evidence collection bags
4. Traffic cones
5. Crash and supplemental report forms

prior to trial or testifying at any trial as needed

h. Notifying the deceased next of kin as deemed appropriate by the situation

i. Providing the Public Information Officer with essential information for a press release at the appropriate time

D. Preparing Reports

All necessary reports and documentation are prepared to support any charges arising from an accident.

VIII. CRASH INVESTIGATION EQUIPMENT (CALEA 83.2.6)

All traffic section vehicles and reconstruction team vehicles are equipped with:

1. Paint
2. Traffic cones
3. Crash and supplemental report forms

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Standard Operating Procedure Field Training Officer Program	

TABLE OF CONTENTS

I	STATEMENT OF PURPOSE
II	THE SELECTION PROCESS FOR FIELD TRAINING OFFICERS
III	STANDARDIZED TRAINING
IV	REMOVAL AND REINSTATEMENT
V	DUTIES AND RESPONSIBILITIES
VI	STANDARDIZED FIELD TRAINING PHASES
VII	ACCELERATED FIELD TRAINING PROGRAM
VIII	EVALUATING THE PPO
IX	EVALUATION OF THE RECRUIT WITH PRIOR EXPERIENCE
X	EVALUATION PROCESS
XI	STANDARDIZED EVALUATION GUIDELINES
XII.	DOCUMENTATION
XIII.	REMEDIAL TRAINING
XIV.	TRAINING TASK CHECKLIST
XV.	COMPLETION OR TERMINATION

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I. STATEMENT OF PURPOSE

Objectives of the Field Training Officer Program are:

A. To provide the Probationary Police Officer with the most qualified field trainer.

B. To provide feedback to the Police Academy to measure the effectiveness of the basic police academy program.

C. To prepare the Probationary Police Officer for readiness in field situations.

D. To serve these objectives the individual Field Training Officer must serve as a positive role model for the Probationary Police Officer.

II. THE SELECTION PROCESS FOR FIELD TRAINING OFFICERS

The Selection Process of Field Training Officers is perhaps the most important part of the Field Training Program. With careful consideration in this aspect, it will be possible to accomplish the program objective, to produce a police officer who can work in a safe, skillful and professional manner.

A. Minimum Requirements

1. Twenty-four (24) months as a commissioned Police Officer with the Midland Police Department.

2. Twelve (12) months as a commissioned Police Officer with the Midland Police Department and four (4) years of prior experience as a commissioned Police Officer.

3. Must have no disciplinary action which resulted in punishment within the last six months.

B. Those officers who meet the minimum requirements and are interested in applying must submit a resume that includes the following information:

1. Name, PIN, Date of Employment, prior experience, education, certificates, any other information that might be pertinent to the position applied for.

2. Neatness, completeness, form and correct grammar will be considered in the selection process.

C. The resume should be forwarded through the chain of command to the FOB Bureau Chief with a recommendation from the applicant's Squad Sergeant and Lieutenant. If the applicant has worked for that Sergeant for less than one year, he/she must get a recommendation from his/her previous supervising Sergeant and Lieutenant.

D. The actual selection of Field Training Officers will be done through the process of an assessment board. Each officer will face questions, problems and possible scenarios administered by the assessment board and will also be graded accordingly by the assessment board. The assessment board will be made up of five members; at least one FTS (more than one would be allowed but the board will be chaired by a FTS) and the remaining members of the board will be current FTO's.

E. The Field Training Coordinator will administer this process and insure its compliance with the Administrative Review Section of General Orders. (Ch. 4, Sec. 10, VIII)

F. Newly selected FTO's will attend a 24-hour basic field training school.

III. STANDARDIZED TRAINING

The Field Training Officer Training Program includes a curriculum based on job task analysis of the most frequent assignments of officers who complete recruit training and the use of evaluation techniques designed to measure competency in required skills, knowledge, and abilities. (CALEA 33.4.2 a,b)

In order to maintain a certain level of uniformity, a concentrated effort must be made to standardize certain aspects of training that are categorized as skill performances. This enables an FTO to take a PPO at six or ten weeks and assume that a certain amount of training has already taken place before.

One PPO who has driven for six weeks cannot be fairly evaluated against another PPO who has only driven for one week. Each successive FTO must be confident in the training that has preceded his.

Without standardized training, the FTO is evaluating his PPO not only on the PPO's failings, but on the training deficiencies of previous FTO's as well. Exposure must take place before evaluation, and that exposure must be in uniform if the evaluation is to be valid.

IV. REMOVAL AND REINSTATEMENT

A. An FTO or FTS will be removed or suspended from the Field Training and Evaluation program in the following ways:

1. Removal due to disciplinary actions (written reprimand and above, as a result of violations regarding their ability to supervise and train probationary police officers. These violations will be determined by the Chief of Police).

2. Documented poor performance as an FTO or FTS. Documentation will be done by the FTC in the form of a memorandum submitted to the FTL and FTO's chain of command for consideration.

3. By request of the FTO or FTS

B. A suspended FTO or FTS can be reinstated into the program by:

1. A lapse of 6 months from the date of discipline with no other disciplinary pending, and

2. A formal written request sent to the FTC from the Officer, and

3. A consensus for reinstatement between the FTC, FTL, and Deputy Chief of FOB.

V. DUTIES AND RESPONSIBILITIES

A. Duties and Responsibilities of the Probationary Police Officer

1. The P.P.O. is expected to enter the Field Training Program with certain knowledge and skills that are required by the Training Academy for graduation. The officer should understand that the broad background of knowledge needed by the effective beat officer cannot be gained entirely on the job or in the academy. Further, in addition to the instruction that the P.P.O. will receive from the field training officer, he/she will be required

to do home studying. The P.P.O. checklist and reading list, which will be supplied by the F.T.O. as needed, will be the guide to home study.

2. Throughout the twenty-week program, or if eligible for the accelerated program, each P.P.O. will be involved in a student/teacher relationship with the training officer. The P.P.O. is not a partner in a two-man unit.

3. This program is intended to give the new officer instruction, direction, supervision, guidance and experience so that he/she may develop judgment, efficiency and good habits of conduct and appearance.

4. This program serves as an evaluation of both the officer and the curricula of the Training Academy. It also serves to help determine if the P.P.O. has all the requisites and/or experience to become a permanent member of the Department. The standard program is divided into five phases. Each phase is approximately 6 weeks, excluding Orientation phase and Ghost phase. After completion of three weeks of each phase the P.P.O. will be assigned to a new FTO for the next three weeks of that phase. The P.P.O. will have a FTO for one week then change to another FTO in phase 5 or “Ghost” phase for the second and final week. For the accelerated program, there are still five phases, but each phase will be completed after in phase requirements are met to standard. If phase requirements are not met each phase will last the normal six weeks.

5. The Field Training Online (F.T.O.) system was established to show those items that must be mastered before an officer trainee is considered qualified to enter the field as a one-officer unit. The F.T.O. system will be maintained at all times by the FTC and on the F.T.O. website secured by a personal password. The Daily Observation Report (DOR) will be inspected and filled in by the FTO as training occurs on F.T.O. program. Anyone in the Field Training Program chain of command may inspect the PPO's DOR at any time. It is the responsibility of the PPO to read and understand his/her daily observation reports (DOR), and acknowledge that on F.T.O.
All documentation shall be done at the end of each workday.

6. Each P.P.O. should feel free to talk to any FTO, FTS or the Field Training Coordinator at any time that he/she feels the need for advice or needs to discuss a personal or professional problem.

7. At the end of each phase the P.P.O. shall critique their training officers. It is the belief of this Department that a training officer who is truly interested

in doing their best will welcome this feedback. With this in mind, the PPO is encouraged to honestly appraise and evaluate the training officer. Training officers will not receive these evaluations until the end of the FTO Program. The feedback to the training officer will be verbal, and the identity of the evaluator will not be revealed. The phase evaluation form and the evaluation of the training officer will be sent directly to the Field Training Coordinator.

8. It is the duty of each PPO to participate in a physical fitness assessment in order to graduate the FTO Program. PPO's shall pass at least 1 of the 3 physical fitness assessments authorized by the Physical Fitness Assessments SOP.

B. Duties and Responsibilities of the Field Training Officer (FTO)

1. The Field Training Officer is the essential means by which the goal of the program is achieved, specifically, the production of a police officer able to work a solo assignment in a safe, skillful, productive and professional manner.

2. The FTO has two primary roles to fulfill: that of a police officer assuming full beat responsibility and that of a trainer of Probationary Police Officers.

3. FTO beat responsibilities are clearly defined in other departmental publications including the police manual, departmental general and special orders and the written guidelines of the Bureau of Field Operations.

4. In his role as a trainer, the FTO provides on-going instruction in the traditional sense, utilizing innovative and practical techniques.

5. The FTO must have the requisite skills necessary to become a reliable evaluator of a PPO's performance. He is required to write daily evaluations of this performance and submit additional documentation as required.

6. Written training documentation begins the first week of Phase Two.

7. The FTO will receive a monthly stipend.

C. Duties and Responsibilities of the Field Training Sergeant (FTS)

1. The Field Training Sergeant has the dual responsibility of patrol supervision and the training and evaluation of probationary personnel.

2. His role as a Patrol Supervisor is the same as other Sergeants assigned to the Bureau of Patrol Operations. His duties include scheduling, distributing and supervising personnel; awareness of sector police problems and the development of possible solutions; and the accomplishment of the overall police mission in his area.

3. As PPO's are assigned to the Field Training Program, the duties of the FTS become more complex. In addition to his other responsibilities, the supervisor must ensure that the training and evaluation processes are accomplished. Various sources of information should be utilized to achieve these goals. Daily observation reports, oral communications with the FTO and with the program commander, tests, and personal observations of PPO performance are all used to summarize the PPO's weekly progress.

4. The FTS is also responsible for the weekly review of the PPO's training guide to determine if it is up to date and properly filled out. If it is not current, the FTS should ascertain why, giving special attention to the possible need for remedial training.

5. Reports written by the PPO also serve to identify deficiencies, especially ones of spelling, grammar, neatness, and attention to detail and the general organization of thought.

6. The FTS and the FTO must accept the importance of documentation of the PPO's training. Documentation addresses both deficient and acceptable performance and provides a ready reference in the event of a need for response to questions concerning the program and/or the PPO's performance in the program.

7. Whenever possible, the FTS should attend the various training sessions. This will provide him with additional first-hand information concerning PPO performance and will allow him the opportunity to evaluate the instructional techniques of the FTO. This latter evaluation must occur to ensure that the topic areas are covered properly and that they follow the current departmental guidelines.

8. The FTS must monitor the overall training and evaluation of PPO's to ensure that personality conflicts between the FTO and PPO do not arise and that the FTO maintains objectivity throughout his contact with the PPO. If a personality conflict or a loss of objectivity is observed, the FTS shall immediately counsel the FTO. If necessary, the FTC should make appropriate changes in assignment, rotating the PPO to another FTO. The decision to rotate the PPO to another FTO must be fully documented and both parties informed of the reasons for the decision in order to minimize misunderstanding and possible ill feelings.

9. The need for discipline within the FTO Program is more acute than perhaps anywhere else in the police department. The FTO selection process itself has led to the employment of personnel who seldom pose disciplinary problems but, if problems of this nature arise, action must be swift and sure. The failure to effectively discipline personnel leads to interference

with the primary goals of the program and the expenditure of time and effort that would be better utilized elsewhere.

10. A week prior to the end of the field training period, the FTO and FTS will review each Probationary Police Officers evaluations and determine whether or not the officer has successfully completed the field training assignment.

11. The Sergeants training role is an on-going one, extending naturally into those periods when no PPO's are assigned to his supervision. He must also be aware of the possible need for occasional program revision, reorganization, and evaluation.

12. A fully effective FTS will constantly strive to improve the overall operation of the program and will work with all other program participants towards the goal of organizational excellence.

13. The FTS will receive a monthly stipend.

D. Duties and Responsibilities of the Field Training Coordinator. (FTC)

1. The Field Training Coordinator has the responsibility for coordinating the Field Training and Evaluation Program (FT & EP).

2. The FTC maintains all records relating to the PPO's development. The daily evaluations test scores, bi-weekly evaluation session reports, report exemplars and other memorandum pertaining to the PPO's performance are kept in the PPO Development files.

3. The FTC has the responsibility for seeing to it that the FTS, who now has direct supervision of the PPO, completes weekly reports during the continuation of the probationary period. If the FTS detects problems in the PPO's performance, it is his responsibility to direct the FTC's attention to them. Appropriate action shall be taken to correct any deficiencies noted.

4. The FTC remains responsible for keeping the Field Training Lieutenant informed of the PPO's progress. If it is noted that the PPO is not performing

to standards and remedial efforts do not appear to be working the FTC shall gather all memoranda's and other appropriate documentation for review by Field Training Lieutenant.

5. The FTC works closely with the Field Training Sergeants and the Support Services Bureau Training section on roll call training, in-service training, and remedial training.

6. The FTC is responsible for conducting meetings and for the distribution of essential information verbally or via meetings and publications. A general meeting is held every time a new group of PPO's is assigned to the program. Additionally, the bi-weekly evaluation sessions are usually preceded by an opportunity to conduct unit business. During the period when no PPO's are assigned to the FTO & EP, it is the FTC's responsibility to oversee a review and evaluation of the program and to recommend and implement any organizational changes.

7. This overview of the duties and responsibilities of the FTC has been written as a general summary so that future Sergeants may assume the responsibility for the program with a minimum of difficulty. The actual assumption of the role of FTC should include some training and guidance by the out-going FTC. The FT & EP concept lends itself superbly to the Participative Management approach. It can survive and grow only in a truly participative climate where all are seen as program resources and possessive of valuable input.

8. After successful completion of the field training assignment, the PPO will be given an assignment as determined by the Chief of Field Operations Bureau.

9. When it has been determined that a PPO has not successfully completed the Field Training assignment, the FTC will do one of the following:

   a. Extend the Field Training assignment

   b. Provide remedial training

c. Recommend to the Field Training Lieutenant that the PPO be terminated.

10. Once these questions have been reviewed by the FTO, FTS, FTC, FTL and Field Operations Bureau Commander, and the decision that termination is the only feasible option, the Field Operations Bureau Commander will then cause a meeting to be held at which the following personnel are in attendance:

a. All the FTO's who have trained the PPO.

b. The PPO's current Field Training Sergeant.

c. The Field Training Coordinator.

d. The Field Training Lieutenant

e. The Field Operations Bureau Commander.

11. The purpose of this meeting is to discuss the PPO's performance and to ensure that the PPO has been given every chance to succeed. If at the conclusion of this meeting, general consensus is still to discharge the PPO, termination recommendation will be made to the Chief of Police.

E. Duties and responsibilities of the Field Training Lieutenant (FTL)

1. The Field Training Lieutenant has the Command responsibility for the Field Training and Evaluation Program (FT&EP). The FTL has responsibility for the direct supervision of the FTC and the FTS's.

2. The FTL supervises the maintaining of all records relating to the PPO's development.

3. The FTL remains responsible for keeping the Field Operations Bureau Chief informed of the PPO's progress. If it is noted that a PPO is not performing to standards and remedial efforts do not appear to be working, the FTL

shall gather all memoranda's and appropriate documentation for review by the Field Operations Bureau Chief.

4. The FTL will regularly inspect the FTO program by means of an exit interview process. After a PPO has successfully completed the program, the FTL will schedule a one-on-one meeting with the PPO to discuss the strengths and weaknesses of the program. Each individual FTO and FTS that dealt with the PPO will be evaluated. Training strengths and suggestions for improvement will be listed for each FTO and FTS. The FTL will then publish an overall report of findings for the program, and individual reports to distribute to each of the evaluated FTO's, FTS's, and the FTC.

F. Chain of Command

1. The Field Training Program Lieutenant is the unit commander. All activities directly related to the training program move upward from the PPO level through the FTO, FTS, FTC, to the Lieutenant. The Lieutenant reports directly to the Deputy Chief of the Field Operations Bureau.

2. All non-training activities are responsive to the Field Operations Bureau's normal chain of command:

   a. Chief of Police

   b. Field Operations Bureau (Deputy Chief)

   c. Field Training Lieutenant (FTL)

   d. Field Training Coordinator (FTC)

   e. Field Training Sergeant (FTS)

   f. Field Training Officer (FTO)

   g. Probationary Police Officer (PPO)

VI. Standardized Field Training Phases

The following guidelines should be used by the FTO in order to minimize problems that arise from inconsistent training and to insure maximum uniformity in the training process:

A. Orientation Phase – 3 weeks

1. Orientation phase is the responsibility of FTC and intended to teach agency operations and department specific skills needed prior to instruction from FTO. Training will be documented through lesson plans and rosters, however minimum evaluation is required.

2. Training climate should consist primarily of classroom hours with some limited exposure.

3. Introduction, explanation, and expectations of the FTO program.

4. Introduction of General Orders and Department policies and procedures.

5. Limited exposure to doing, performing and completing certain tasks.

B. Second Phase – 6 weeks

1. Daily training documentation will be completed by FTO.

2. PPO will be assigned to two FTOs for three week rotations.

3. Training and exposure will not be compartmentalized by incident type or skill set. PPO will begin exposure to all incidents an Officer can be expected to encounter.

4. In-phase requirements should be completed by the end of six week training period.

C. Third Phase – 6 weeks

1. Daily training documentation will be completed by FTO.

2. PPO will be assigned to two FTOs for three week rotations.

3. PPOs should begin to take greater initiative and handling greater responsibility in managing incidents.

4. Problems in PPOs performance are likely to begin surfacing during phase three. Remedial training may be indicated, and additional attention can be given to areas of deficiency.

5. In-phase requirements should be completed by the end of six week training period.

D. Fourth Phase – 6 weeks

1. Daily training documentation will be completed by FTO.

2. PPO will be assigned to two FTOs for three week rotations.

3. PPO should be able to handle most incidents encountered by a patrol officer with minimal input or guidance from FTO by the end of the fourth phase.

4. Special attention should be given to PPOs performance in high stress incidents and critical skills; if PPO is still deficient at end of phase remedial training should be considered.

E. Fifth Phase – 2 weeks

1. Daily evaluation of PPO's performance will be completed by FTO.

2. A different evaluator will be used for each week.

3. FTO is purely an evaluator in final phase. FTO will ride with PPO but offer no guidance or direction. FTO will not intervene unless to prevent injury to any person, prevent violations of law, or as an emergency backing officer.

4. Each FTO will, at the end of the evaluation week, document their belief as to whether the PPO is first day solo capable or not. If consensus is not reached between two evaluating FTOs an additional week of evaluation will be assigned to an FTS to determine if PPO is first day solo capable or should be considered for termination.

F. Sector Assignment History

Purpose:

To aid the FTO and the shift FTS in monitoring the sectors ridden by each PPO. The form will be filled out daily by the FTO and kept at the back of the field training checklist. This will enable the FTO to tell at a glance to which sectors the PPO has been exposed and to better evaluate the PPO's geographic comprehension. It also allows the FTS to know which sectors to assign the PPO.

G. Phase Requirements

Purpose:

To aid the Field Training officer and the shift FTS in knowing the amount of exposure the PPO has had to the most common type calls.

1. The Phase Requirements are designed to insure exposure in all areas. It is unfair to expect error-free reports in the later phases when the PPO has had limited exposure to that particular type of call will indicate that the PPO has been exposed to a particular incident but does not elaborate on the amount of exposure.

2. The Phase Requirements will enable the FTO and FTS to compare the amount of the exposure the PPO has had to the common types of calls.

3. FTOs will upload activity at the end of every shift and update the phase requirements on the FTO Online Program from their shift activity.

4. This form is not intended to keep track of every move made by the PPO but only to keep up with the most common types of calls the PPO is exposed to from phase to phase.

5. Phase Requirements are solely a guide; increased focus beyond the minimum may be needed and areas may be addressed by alternative training methods (i.e. classroom, scenario, etc.)

VII. ACCELERATED FIELD TRAINING PROGRAM

This Standard Operating Procedure establishes guidelines for training new officers who enter the FTO program with prior experience. The guidelines allow the Department to take advantage of the experience level of officers who are already licensed by establishing a performance-based program allowing a PPO to demonstrate their capabilities and advance through the training phases at a faster rate.

A. Eligibility

1. Must possess a current Texas Peace Officers license as issued by TCLEOSE.

2. The majority of prior experience must have been as a patrol officer or similar function.

B. Assignment

1. The Field Training Coordinator (FTC) will review the experience level of each PPO prior to or during the Orientation Phase.

2. The FTC will determine if a PPO is a likely candidate for the Accelerated FTO Program based on eligibility and experience.

3. The FTC will submit the names of the candidates for the Accelerated Program along with a statement of eligibility to the Field Training Lieutenant for final approval.

C. Procedure

1. Each PPO assigned to the Accelerated Program must attend the following at a minimum:

   a. The full orientation period.

   b. A minimum of two weeks of each regular phase.

   c. The entire Evaluation Phase

D. Progression Through Phases and Completion

1. Each PPO in the Accelerated Program will train with at least two different FTO's in each phase.

2. Before a PPO in the Accelerated Program can progress to the next phase the following conditions must be met:

   a. No failing scores in any category

   b. No demonstrated weaknesses requiring in-phase remedial

3. Progression must be unanimous by the each FTO, each FTS, the FTC and the FTL.

4. On successful completion of all regular phases of training the PPO will be placed in the Evaluation Phase.

E. Remedial and Substandard Performance

1. PPO's in the Accelerated Program may be placed in the regular nonaccelerated program for the following reasons:

a. Failure to meet expectations in any category of any phase.

b. On the recommendation of any FTO, FTS, FTC or FTL with accompanying documentation specifying performance problems.

c. If remedial training is required for any reason.

d. At the request of the PPO based on a self-evaluation.

F. Documentation

1. Training documentation for the Accelerated Program will remain the same as for the standard program.

2. A notice in memo form that a PPO has been assigned to the Accelerated Program will be placed in the PPO documentation file.

VIII. EVALUATING THE PPO

A. PPOs will be evaluated on a binary scale; standards are either met or not.

B. PPOs performance will be documented with a written narrative explaining how the PPO met the standard or did not.

C. If nothing was observed that falls within evaluation category then it will be marked as not observed and no further documentation is necessary.

D. PPOs will be evaluated based on meeting standard of acceptable performance; not to training officer's preference on how an incident should have been resolved.

IX. EVALUATION OF THE RECRUIT WITH PRIOR EXPERIENCE

A. special case in recruit evaluation is the evaluation of the recruit with prior law enforcement experience, either at our department or from another agency. On many occasions the experienced recruit may mimic and imitate the FTO's attitudes, mannerisms, language, and may even pass himself off as a seasoned officer.

The experienced recruit may, in fact, sound and act like a veteran officer. However, the recruit may not be versed in changes within our profession that have occurred in his absence. The FTO must remember that he is the role model and must afford the recruit every opportunity to prove himself but assume nothing of the experienced PPO's current ability.

The FTO must keep in mind at all times that he is training an officer for the purpose of functioning efficiently on solo patrol. No department needs officers so badly that it needs bad officers.

X. EVALUATION PROCESS

A. Evaluation Purposes

1. Record PPO's progress

2. Tool for informing the PPO of his performance level at any given time.

3. Identifying training needs and document training efforts.

4. Evaluations provide new officer with documented feedback.

5. Collectively, evaluations tell a story both by category and chronologically:

a. Tell a PPO's successes and failures, improvements and digressions.

b. Attempts to manage each of these occurrences.

c. They chronicle the skill and efforts of the FTO as well.

6. Evaluations are critical in the career of each new officer and should be treated as such. Honest and objective evaluations of PPO's shall be a prime consideration of all members of this program.

7. To ensure that the daily evaluation and each rating of a PPO will be equal and standard throughout the Department, Standardized Evaluation Guidelines have been established.

   a. Behavioral Anchors (evaluate behavior not the person).

      (1) Definition of unacceptable and acceptable of performance for each of the categories.

      (2) Standards should be applied to all PPO's regardless of their experience level or other incidental factors.

      (3) By strict application of the behavioral definitions contained in the guidelines, the rating of any given recruit performance by one FTO should match that of any other FTO.

      (4) With this approach to evaluation, one may be assured that ratings throughout the program are impartial, objective, uniform, and therefore, valid.

B. Standardized Evaluation Guidelines

1. Set of standardized evaluation guidelines will be given to every PPO and will be the standards by which they will be evaluated. FTC will ensure every PPO is familiar with evaluation guidelines.

2. PPO will be evaluated against the concept of a first day solo capable officer; not FTOs or tenured officers.

3. Evaluation Standards

   a. All conduct and performance that falls below the defined acceptable, first day solo capable standard is documented as having not met the standard.

b. All conduct and performance that meets or exceeds the standard of acceptable, first day solo capable is documented as having met the standard.

c. PPOs who are not responding to training, which inherently means they are falling into the "not met the standard" category, will be marked as NRT (not responding to training). Evaluation will reflect deficiencies in applicable category as well as training efforts made and PPOs failure to adapt.

d. Although evaluation categories and guidelines have been written to routinely be relevant to an average patrol officer's work shift they may simply not occur on a given day. FTOs will mark evaluation category as "not observed" if this occurs.

C. Scale Value Application

1. Although subjectivity in evaluations cannot be completely excised it should be mitigated as much as possible. Trainers should keep this in mind and be mindful of their own bias and preferences.

2. The binary scale of not meeting standards or meeting standards was designed to assist trainers in managing their own subjectivity. Rather than having to attempt to assign a numerical score to a performance, which may be believed to be a different score by another trainer, performance simply meets the defined standard or does not.

XI. STANDARDIZED EVALUATION GUIDELINES

The following are the categories for evaluation as well as definitions of first day solo capable in each category.

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1. Attitude and Appearance

   Present a neat and professional image

   Show up to work with clean, complete, and serviceable uniforms and equipment

   Accept criticism constructively and show an interest in improving themselves.

   Show respect to superiors, peers, and the public

   Utilize the chain of command.

2. Situational Awareness

   Reasonably aware of their location while on duty

   Aware of the locations of other officers and incidents and can orient themselves to them

   Good sense of direction

   Aware of persons, vehicles, and officers on a scene

   Can observe and identify offenses and evidence in plain view

3. Vehicle Operations

   Maintain control of vehicle while being aware of activity outside of it

   Evaluates driving situation and reacts properly

   Demonstrates defensive driving

   Does not commit traffic offenses

4. Communication

   Copies most radio transmissions directed at him/her

Generally aware of radio traffic in rest of city

Uses proper radio procedures in a clear and concise manner

Effectively communicates with peers and public

Utilizes mobile terminal for routine inquiries and functions

5. Report Writing/Routine Forms

Reports have all necessary and available information

Acceptable spelling, punctuation, and grammar

Errors in spelling, punctuation, and grammar do not interfere with ability to understand narrative

Reports are written in an organized manner

Routine forms are known and completed properly

Reports and forms are reasonably accurate and thorough

Reports and forms completed in a timely manner

6. Investigation and Interview Skills

Follows proper investigation procedure

Handles evidence properly

Generally uses proper questioning techniques

Elicits all available and relevant information

Controls interviews and interrogations

Conducts follow up when opportunity presents itself

7. Knowledge

Working knowledge of most common policies, procedures, laws, and regulations

Is able to locate and/or relate necessary elements of offense or specifics related to policies and procedures

8. Officer Safety

Follows accepted safety procedures

Recognizes potential danger

Uses appropriate caution

9. Control of Conflict

Speech and demeanor convey authority

Remains reasonably calm during incidents

Utilizes reasonable response to resistance to maintain or gain control

Can control routine situations without assistance

10. Patrol Skills

Observes, recognizes, and identifies suspected criminal activity and takes appropriate action

Utilizes accepted department tactics

Makes cases, arrests, and investigations from routine activity

11. Problem Solving and Decision Making

Properly assesses routing situations

Determines acceptable action and acts

Does not allow situation to deteriorate

Can reason through problems and relate them to prior training

Good perception and ability to make decisions

XII. DOCUMENTATION

A. Daily Training Documentation

A Daily Observation Report (DOR) shall be completed by the FTO at the end of each shift providing the essential information to insure administrative control over the relative progress of each recruit officer.

All the forms and documentation for the PPO's progress will be completed on the Field Training Online (F.T.O.) system, and to be reviewed and acknowledged by the PPO, FTS, FTC, and FTL. In case of a system failure with the program, a hard copy of all documentation shall be made and acknowledged through the of command. All back-up forms will be maintained on the "PD FORMS" drive.

The F.T.O. program is a web-based system, which is designed to maintain all records of the PPO's progress, and will be archived on the "Central Square" server. All archived documentation will be accessible by the system administrators.

The departments F.T.O. program administrators will be both the FTC and FTL.

Acceptability or non-acceptability by FTO program standards is evaluated in terms of satisfactory novice solo officer is a recruit with no previous law enforcement experience who can work a beat safely and skillfully by himself after the Basic Police Academy and FTO Program Training.

B. Phase Five Daily Evaluation Report Form

Phase Five Week One begins the ghost evaluation portion of the program. This form will be used by the evaluator to assign a rating for each of the eleven categories listed. The FTO should use the Standardized Evaluation Guidelines. All observed categories, whether meeting the standard or not, will be supported by a narrative.

C. Phase Five End of Phase Evaluation

FTO in evaluation (ghost) phase will complete a weekly report with their opinion of the PPO's capabilities to be first day solo capable. In the event two FTOs do not agree after two weeks of evaluation an FTS will be assigned to PPO to determine PPO's suitability for further employment. All decisions to terminate are ultimately the Chief of Police's decision.

XIII. REMEDIAL TRAINING

Individuals learn at different rates and with different abilities. When a PPO faces great difficulty in a certain performance category, remedial training is employed to give the trainee additional emphasis to improve unacceptable performance. Under the theory of screening-in participants in the Field Training Program remedial training allows PPO's to raise their performance to an acceptable level.

There are two types of remedial training in the Field Training Program, In-Phase and Out of-Phase. The abilities of the trainee and of the FTO indicate which type of remediation is employed.

A. In-Phase Remedial Training

In-Phase remedial training is undertaken in conjunction with the current phase of the Field Training Program and is conducted by the current Field Training officer assigned to the PPO. Whenever the FTO determines that his PPO needs concentration in one or more specific performance areas, the FTO documents the need on the PPO's Daily Evaluation Form, and with the approval of the Shift FTS, conducts the training.

B. Out of Phase Remedial Training

Out-of-Phase remediation is indicated for the trainee that does not improve his performance to acceptable levels through normal field training or in-phase remediation. This is a measure which is taken when, in the opinion of the FTO and the FTS, the PPO is in jeopardy of washing out of the program. The need for Out-of-Phase remediation will most likely appear in Phase 3 or later during the program, as more and more stress is felt by the PPO who, at the point, has worked under two or more FTO's.

Out-of-Phase remediation is initiated based on documentation by the FTO, FTS, and discussion with the PPO. This training can be implemented during a phase or at the conclusion of a phase. When assigned to Out-of-Phase remediation, the PPO's normal training program is suspended, and the out-of-Phase remediation begins. Only upon successful completion of the Out-of-Phase remediation is the PPO returned to the normal training program at the point that he left off.

The Out-of-Phase remediation will not exceed three weeks during the entire FTO Program. No PPO will be sent through Out-of-Phase remediation more than once for any of the major categories of training that are as follows: Appearance, Attitude, Knowledge, Driving Skills, Report Writing, Field Performance, Use of Radio, or Relationships. The PPO who fails to successfully complete the Out-of-Phase remediation should be considered for termination.

XIV. PHASE REQUIREMENTS

The purpose of this form is to serve the FTO and the PPO as an indicator of what areas of training that the PPO still needs to be trained in or demonstrate his proficiency in.

The FTO and PPO will acknowledge on F.T.O. both the trained and demonstrated blanks on the appropriate days when these actions occur. An officer demonstrates his ability to perform the task in one of three ways:

A. By successfully performing the behavior in an actual field situation.

B. By successfully performing the behavior in role-play situation, PLUS written or verbal testing.

C. For topics that cannot be physically demonstrated, written and/or verbal tests should be used.

If the task was not taught or demonstrated during the scheduled phase, the date that it is completed, and the FTO's initials and PIN shall be entered in the appropriate columns when the training is completed. If any tasks are not taught or demonstrated during the scheduled phase, the FTO shall explain the reason(s) why on the back of the page. It is the FTO's responsibility to make sure that training items in prior phases are completed before passing the checklist on.

XV. COMPLETION OR TERMINATION

A. Each PPO will be evaluated by two different FTOs during the two week evaluation (ghost) phase. Each FTO will prepare a written report that explains why they feel the PPO is first day solo capable or not.

B. If there is consensus among the FTOs that the PPO is first day solo capable then they will complete the field training program and report to their next assignment in the Field Operations Bureau.

C. If there is disagreement concerning the PPO's abilities to be first day solo capable then the FTC will extend the evaluation phase by one week. The FTC will assign the PPO to an FTS for final evaluation. The FTS's evaluation will determine if the PPO is first day solo capable or not. An FTS who is generally unfamiliar with the PPO will be selected for final evaluation.

D. If both FTOs agree the PPO is not first day solo capable, or the assigned FTS if the evaluation phase has been extended states the same, then the PPO will be considered for termination.

E. The FTC will (in the event of sec XV. D.) prepare a memorandum suggesting the PPO be terminated and submit to the FTO Program Chain of Command for consideration.

F. As a general rule all PPOs should be offered the full time of the field training program and evaluation, and the possibility of termination, should be made at the end of the evaluation phase. Exceptions can be made for gross incompetence, disciplinary actions, or other issues and are ultimately the decision of the Chief of Police.

(9) Weighted Sprints (TAC vest): *no adjustments*

(10) Weighted Pull-ups (TAC vest): *no adjustments*

1. The SWAT PFC will be conducted **in addition to the standard MPD Physical Fitness Assessment.** Established testing procedures and options available to Department personnel are afforded to SWAT Team members. **Annual status afforded on the standard MPD Physical Fitness Assessment does not apply to the SWAT PFC**.

2. It is the **responsibility of individual operators to coordinate and complete the standard MPD Physical Fitness Assessment on their own time**.

B. Firearms Proficiency Assessments (FP):

1. SWAT Firearms Proficiency Assessments can be conducted in conjunction with the SWAT PFC and consist of the following:

a. CSAT Tactical Pistol Course

b. CSAT Tactical Rifle Course

* 2. Team members will be afforded two, consecutive attempts at each course of fire – each course requiring a **60% pass** rate for successful completion. If 60% is not reached within the allotted two attempts, operators will be placed on **"Inactive"** status until the passing score is obtained.

3. SWAT Firearms Proficiency Assessments will be conducted in addition to MPD Firearms Qualification courses. Team members are required to successfully complete scheduled MPD Firearms Qualification Course at a **90% pass** rate.

III. GUIDELINES

A. Procedures: (CALEA 46.2.2)

* 1. All assessments (PFC / FP) are to be conducted as a Team during

(9) Weighted Sprints (TAC vest): *no adjustments*

(10) Weighted Pull-ups (TAC vest): *no adjustments*

1. The SWAT PFC will be conducted **in addition to the standard MPD Physical Fitness Assessment.** Established testing procedures and options available to Department personnel are afforded to SWAT Team members. **Annual status afforded on the standard MPD Physical Fitness Assessment does not apply to the SWAT PFC**.

2. It is the **responsibility of individual operators to coordinate and complete the standard MPD Physical Fitness Assessment on their own time**.

B. Firearms Proficiency Assessments (FP):

1. SWAT Firearms Proficiency Assessments can be conducted in conjunction with the SWAT PFC and consist of the following:

a. CSAT Tactical Pistol Course

b. CSAT Tactical Rifle Course

c. Any course approved by the SWAT Commander

* 2. Team members will be afforded two, consecutive attempts at each CSAT course of fire – each course requiring a **60% pass** rate for successful completion. If 60% is not reached within the allotted two attempts, operators will be placed on **"Inactive"** status until the passing score is obtained.

3. Courses other than CSAT courses will require a "Pass/Fail" or percentage completion based on the selected course.

4. SWAT Firearms Proficiency Assessments will be conducted in addition to MPD Firearms Qualification courses. Team members are required to successfully complete scheduled MPD Firearms Qualification Course at a 90% pass rate.

Attachment 13

Effective Date	1995
Revision Date	04/2020
Review Date	08/2019
Last Revision Date	05/2017
Affects: Sworn Personnel	

Standard Operating Procedure
Directed Patrol Team and Gang Suppression Unit

I. STATEMENT OF PURPOSE (CALEA 40.2.3.a)

The Midland Police Department Directed Patrol/Gang Suppression Unit will be the primary unit to provide street-level response to identifiable COMPSTAT problems in addition to identifying, monitoring, and providing street-level suppression on gangs.

II. STRUCTURE

The Directed Patrol/Gang Suppression Unit, when fully staffed, will be comprised of two squads under the command of the Special Operations Division Lieutenant of the Field Operations Division.

Effective Date	1995
Revision Date	05/2023
Review Date	05/2023
Last Revision Date	04/2020
Affects: Sworn Personnel	

Standard Operating Procedure
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* The Directed Patrol/Gang Suppression Unit, when fully staffed, will be comprised of two squads under the command of the Special Investigations Lieutenant of the Investigative Services Bureau

c. Felony conviction.

4. More than two moving traffic violations within the previous three-year period.

c. Felony conviction.

4. More than two moving traffic violations within the previous three-year period.

Page 2 of 12

Effective Date	August 1993
Revision Date	05/2023
Review Date	11/2021
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

* 5. Current drug usage, indications that drug usage will occur after employment, or drug use within the past three years that would constitute a felony violation.

Effective Date	August 1993
Revision Date	05/2023
Review Date	11/2021
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

* 5. Current drug usage, indications that drug usage will occur after employment, or drug use within the past five years that would constitute a felony violation, or use of THC within the past three years.

C. Physical Test (Police and Cadet)

1. The Fit For Duty Fitness Director designee will be involved in the physical testing process. Standard physical testing procedures will be adhered to. Qualifications for applicants will be at least:

a. 1 ½ mile run – 14:46 (officer applicants); 16:00 (cadet applicants)

b. Push-ups per minute – 25 (officer applicants); 20 (cadet applicants)

* C. Physical Test (Police and Cadet)

1. The Fit For Duty Fitness Director designee will be involved in the physical testing process. Standard physical testing procedures will be adhered to. Qualifications for applicants will be at least:

a. 1 ½ mile run – 14:46 (lateral officer); 15:46 (officer recruit); 16:00 (cadet applicants)

1. Officer Recruits will be required to complete the 1 ½ mile run in 14:46 within 60 days of starting the Midland

Page 3 of 12

Effective Date	August 1993
Revision Date	05/2023
Review Date	11/2021
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

c. Sit ups per minute – 30 (both officer and cadet applicants)

2. The Physical Fitness Coordinator will document each candidate's blood pressure, and fitness results. This document will be maintained in applicants brown file.

D. Written Test (Police and Cadet)

1. The written test will be the Stanard & Associates, Inc. "The National Police Officer Selection Test". The test will be administered according to the testing procedures contained in the Stanard & Associates "Examiner's Manual Self Score POST" booklet.

2. The candidate will be considered to have passed if the average of all four

Effective Date	August 1993
Revision Date	05/2023
Review Date	05/2023
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

Police Academy. Failure to meet this requirement will result in failure and removal from the academy.

b. Push-ups per minute – 25 (lateral officer); 20 (cadet and officer recruit)

1. Officer Recruits will be required to complete 25 pushups in one minute within 60 days of starting the Midland Police Academy. Failure to meet this requirement will result in failure and removal from the academy.

c. Sit ups per minute – 30 (lateral officer and cadet applicants); 25 (officer recruit)

Effective Date	August 1993
Revision Date	05/2023
Review Date	11/2021
Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

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D. Written Test (Police and Cadet)

1. The written test will be the Stanard & Associates, Inc. "The National Police Officer Selection Test". The test will be administered according to the testing procedures contained in the Stanard & Associates "Examiner's Manual Self Score POST" booklet.

2. The candidate will be considered to have passed if the average of all four components of the exam is above 70%.

3. Reasonable accommodations will be considered upon request (i.e.: extended testing time, reasonable breaks, etc)

4. If the candidate fails the written exam they will be eligible to take the test no sooner than 30 days after failure

VII. CONDITIONAL JOB OFFER (All positions)

A conditional job offer will be made in writing for officer and cadet positions upon

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Previous Revision Date	07/2020
Affects: All Personnel	
Standard Operating Procedure **Personnel and Recruiting Hiring**	

Police Academy. Failure to meet this requirement will result in failure and removal from the academy.

b. Push-ups per minute – 25 (lateral officer); 20 (cadet and officer recruit)

1. Officer Recruits will be required to complete 25 pushups in one minute within 60 days of starting the Midland Police Academy. Failure to meet this requirement will result in failure and removal from the academy.

c. Sit ups per minute – 30 (lateral officer and cadet applicants); 25 (officer recruit)

1. Officer Recruits will be required to complete 30 sit ups in one minute within 60 days of starting the Midland Police Academy. Failure to meet this requirement will result in failure and removal from the academy.

2. The Physical Fitness Coordinator will document each candidate's blood pressure, and fitness results. This document will be maintained in the applicant's brown file.

D. Written Test (Police and Cadet)

Effective Date	January 2010
Revision Date	04/2018
Review Date	09/2019
Last Revision Date	07/2014
Affects: Sworn Personnel	

Standard Operating Procedure
Physical Fitness Assessments

I. STATEMENT OF PURPOSE

To establish protocols and guidelines assigned to MPD Mandatory Physical Fitness Program assessments.

II. PROTOCOLS PLEASE SEE ATTACHED REVISION (REVISION 1)

All officers are required to participate in a physical fitness assessment two times a year. Officers not successfully completing a mandatory assessment with the minimum percentile of 50% in each of the 3 assessment categories must participate in the Remedial Program. Officers obtaining 75% or above in all 3 assessment categories will achieve Annual Status and only assess once a year.

* Before completion of the Permian Basin Law Enforcement Academy, Midland Police Department Recruits are required to pass at least 1 of the 3 physical fitness assessments authorized by this SOP to enter into the Midland Police Department FTO Program.

A. Physical Fitness Assessments: PLEASE SEE ATTACHED REVISION (REVISION 2)

1. Physical Fitness Assessments are conducted in April and October of each year consisting of the requirements established by MPD General Orders (Ch. 3, Sec. 11, IV. D.) adopted from the Cooper Institute of Aerobic Research.

   a. 1 ½ mile run (age/gender specific)

   b. Max Sit Ups (1 minute, age/gender specific)

   c. Max Push Ups (1 minute, age/gender specific)

   d. 12 minute Bike test (optional/alternative to run; MPD standards)

   e. 2000 Meter Row test (optional testing procedure)

   f. Combat Fitness Evaluation (optional testing procedure)

2. Each officer may choose to run outdoors on a stationary track or road or indoors at the Fit For Duty Gym on a treadmill. If the officer chooses to run on a treadmill, it will be set on a 1.5% incline grade.

REVISION 1

Standard Operating Procedure Physical Fitness Assessments and Strength Evaluations

II. Protocols

Beginning 2023, all sworn personnel will be required to participate in a strength evaluation prior to completing their annual fitness assessment in October. Sworn personnel will be advised of the month, exercises, and standards at least 30 days prior to the strength evaluation being required. Sworn personnel will be given one month to complete the strength evaluation. Without a completed strength evaluation, sworn personnel are not eligible to complete a physical fitness test. If an officer fails to complete a strength evaluation and subsequently a physical fitness evaluation, they will be placed in the remedial program. (REVISION 10)

All officers are required to participate in a physical fitness assessment.

Officers not successfully completing a mandatory assessment with the minimum percentile of 50% on each of the 3 assessment categories on the Cooper's Assessment, 50% on the Combat Fitness Test, 60% on the 2,000m Row or those who fail to complete an assessment all together must participate in the Remedial Program.

Officers obtaining a score between 50% and 75% in all three categories on the Cooper's Assessment, Combat Fitness Test, or 2,000m Row will achieve Fit for Duty Status and must assess two times per year.

Officers obtaining 75% or above in all three categories on the Cooper's Assessment, Combat Fitness Test, or the 2,000m Row will achieve Annual Status and only assess once a year.

Annual Status can only be achieved in October.

*Before completion of the Midland Police Department Academy, Midland Police Department Recruits are required to pass at least 1 of the 3 physical fitness assessments authorized by this SOP to enter the Midland Police Department FTO Program.

REVISION 2

SOP – Physical Fitness Assessments – A. 1.

A. Fitness Assessments are conducted in April and October of each year consisting of the requirements established by MPD General Orders (Ch. 3, Sec. 11, IV. D.) adopted from the Cooper Institute of Aerobic Research. The assessment options are as follows:

1. Cooper's Test

    a. 1 ½ mile run (age/gender specific)

    b. Max Sit Ups (1 minute, age/gender specific)

    c. Max Push Ups (1 minute, age/gender specific

2. Cooper's Test with Bike Substitute

    a. 12-minute Bike test (age/gender specific)

    b. Max Sit Ups (1 minute, age/gender specific)

    c. Max Push Ups (1 minute, age/gender specific

3. 2000 Meter Row test (age/weight/gender specific)

4. Combat Fitness Evaluation (Total Reps)

    3 Rounds For Total Reps:

    1 minute Wall Ball Tosses (20/14 lb)

    1 minute Sumo Deadlift High-Pulls (75/55 lb)

    1 minute Box Jumps/Step Ups (20 in)

    1 minute Push Press (75/55 lb)

    1 minute Row (calories)

    1 minute Rest

Effective Date	January 2010
Revision Date	04/2018
Review Date	09/2019
Last Revision Date	07/2014
Affects: Sworn Personnel	
Standard Operating Procedure **Physical Fitness Assessments**	

III. PROCEDURES

A. 1 ½ Mile Run Test (track/road)

1. The officer runs 1-½ miles as fast as possible. If a 440 yard track is used, 6 laps must be completed using the inside lane (lane 1). If using a 400-meter track, an additional 15 yards must be run after the 6 laps are completed (2006 Cooper Institute, LEFS Handbook). Officers may also choose to run outside at the range on a marked ½ mile course for 3 laps or a full straight mile on CR 1150.

2. During the administration of the test, the officers are informed of their lap times. Finish times will be called out and recorded.

3. A cool down period after test completion will be set aside to prevent venous pooling. The officers should walk slowly for about 5 minutes immediately after the run (2006 Cooper Institute, LEFS Handbook).

B. 1 ½ Mile Run Test (treadmill)

1. Initially, the Fitness Coordinator sets the treadmill incline to a 1.5% grade and at the minimum speed needed to pass at the 50th percentile for the age/gender qualifications for each officer.

2. The Officer testing MAY change the speed of the treadmill after the Fitness Coordinator has set the initial speed at the start of the assessment run.

3. Officers are NOT permitted to use the treadmill bars to hold their weight up and keep their feet off the treadmill belt. Holding onto the bars is only allowed in order to change speed or regain balance.

4. Officers are NOT permitted to step off the treadmill belt onto the sidebars after the assessment has already started. If an officer steps off, the test will be over and it will be recorded as an INCOMPLETE. Both feet must remain on the belt for the entire 1-½ miles.

PLEASE SEE ATTACHED REVISION

C. 1-Minute Sit Up Test (2006 Cooper Institute LEFS Handbook) (REVISION 3)

1. The officer starts by lying on the back, knees bent, heels flat on the floor, with fingers laced and held behind the head. Avoid pulling on the head

REVISION 3

SOP Physical Fitness Assessment – C. 1-Minute Sit Up Test (Page 2)

C. 1-Minute Sit Up Test

1. A partner or the Fitness Coordinator holds the feet down firmly.

2. The officer starts by lying on the back, knees bent, heels flat on the floor, with arms across chest with hands resting on opposite shoulders. Hands will remain on shoulders for the entirety of the exercise. The buttocks must remain on the floor for the entirety of the exercise with no thrusting of the hips.

3. Officer will sit up into the up position, touch elbows to knees and then lower until the shoulder blades touch the floor.

4. Any resting should be done in the up position.

5. The officer performs as many correct sit-ups as possible in one minute. Score is the total number of correct sit-ups.

6. Breathing should be as normal as possible; making sure the officer does not hold their breath.

7. Neck remains in the neutral position.

8. Do not pull on the head or neck.

with the hands. The buttocks must remain on the floor with no thrusting of the hips.

2. A partner or the Fitness Coordinator holds the feet down firmly.

3. The officer then performs as many correct sit-ups as possible in one minute.

4. In the up position, the individual should touch elbows to knees and then return until the shoulder blades touch the floor.

5. Score is the total number of correct sit-ups. Any resting should be done in the up position.

6. Breathing should be as normal as possible; making sure the officer does not hold their breath.

7. Neck remains in the neutral position.

8. Do not pull on the head or neck.

PLEASE SEE ATTACHED REVISION (REVISION 4

D. 1-Minute Push Up Test (2006 Cooper Institute LEFS Handbook)

1. The hands are placed slightly wider than shoulder width apart, with fingers pointing forward. A partner or the Fitness Coordinator places one fist on the floor below the subject's chest.

2. Starting from the up position (elbows extended), the officer must keep the back straight at all times and lower the body to the floor until the chest touches the partner's/Fitness Coordinator's fist. Officer then returns to the up position. This is one repetition. The modified push up is performed on the hands and knees with the back straight and hands slightly in front of the shoulders in the up position.

3. Resting should be done only in the up position.

4. The total number of correct push-ups in 1 minute is recorded as the score.

E. 12 Minute Bike Test

1. A partner or the Fitness Coordinator places one fist on the floor below the subject's chest. Fist should be placed in the middle of subject's chest, above the sternum.
2. The officer's hands are placed slightly wider than shoulder width apart, with fingers pointing forward.
3. Starting from the up position (elbows extended), the officer must keep the back straight and lower the body to the floor until the chest touches the partner's/Fitness Coordinator's fist.
4. Officer returns to up position with the elbows fully extended and back straight.
5. Officer must complete steps 3 and 4 together for the rep to be counted.
6. Only the hands and feet can touch the ground throughout the entirety of the movement.
7. Resting should be done only in the up position.
8. Officer can shake out hands.
9. The total number of correct push-ups in 1 minute is recorded as the score.

1. The officer sets the seat height on his or her own for correct and comfortable leg extension.

2. The Fitness Coordinator sets the timer to 12 minutes.

3. When the officer is ready to start, the Fitness Coordinator will start the timer.

4. The officer rides as many miles as possible in 12 minutes. The mileage on the screen at the end of the 12 minutes is recorded as the score.

5. Officers shall NOT take their feet off the pedals at any time during the bike assessment.

6. Officers are NOT REQUIRED to keep hands on the handlebars during the assessment.

F. 2000 Meter Row Test (DPS ETR - Education Training and Research Division)

1. Officers will perform the 2000 meter row test on the Concept 2 Indoor Rower.

2. The rower's flywheel resistance shall be set on a level 5 for the test.

3. Once the officer begins rowing they will complete the 2000 Meters in one continuous effort.

4. The officer's finishing time, age, gender and body weight will be calculated to determine the officer's fitness level with a VO2 Max Calculator.

5. A percentage of 60% ~~50%~~ or more is required to pass the test.

G. Combat Fitness Evaluation (DPS ETR - Education Training and Research Division)

PLEASE SEE ATTACHED REVISION (REVISION 5)

1. Officers will perform three rounds of 1 minute of each exercise followed by 1 minute of rest.

2. The exercises will be performed in the order: wall ball tosses, sumo deadlift high pull, box jumps/step ups, push press, and Row.

3. For the wall ball toss, the officer must reach a full squat position at the bottom where the crease of the hip is parallel or below the top of the knee. The wall ball must touch at or above the 10 ft. target.

4. Officers may perform the sumo deadlift high pull with a barbell or kettle bell (75 lbs. for male 55 lbs. for female). The weight must travel from the floor each repetition, the barbell or kettle bell handle must be at or above the nipple line at the top of the movement, and the knee and hips must reach full extension for the repetition to count.

5. Officers will perform the box jumps/step ups with a 20 inch tall box. For a repetition to count both feet must reach the top of the box and the officer's knee and hips must reach full extension at the top. From the top of the box, officers must step back down to the starting position.

6. Officers will perform the push press with a barbell (75 lbs. for male 55 lbs. for female). The barbell must travel from the shoulders/upper chest at the bottom to full extension at the top. Full extension has been achieved when the officer's ankles, knees, hips and shoulders are aligned with the arms extended overhead and the head is between the arms.

7. Officers will utilize the Concept 2 indoor rower for the last exercise of the test. The flywheel resistance will be set at level 10. The display screen will be set in order to show number of calories rowed. Score for this portion is the total number of calories.

IV. GUIDELINES

A. One month or four work weeks will be allowed for all officers to schedule and complete their PT Assessments. This time period, for both April and October's assessments, is set by the Fitness Coordinator. The Fitness Coordinator has the discretion to allow early assessments for officers that would like to do so, but no early than 2 weeks before the scheduled assessment month.

B. Officers should schedule their assessments a week before the day they want to complete it. Scheduling of assessments may be done on an individual basis or as a squad. If a squad decides to assess as a whole, direct supervisors shall be present with their squads and oversee the assessment testing. If an officer decides to complete an assessment alone, no supervisor is required to be present.

A. Officers will perform three rounds of 1 minute of each exercise followed by 1 minute of rest. Total Score = Total Reps of each movement.

B. The exercises will be performed in the order: wall ball tosses, sumo deadlift high pull, box jumps/step ups, push press, and Row.

1. Wall Ball Toss
    a. The officer starts in the standing position with the ball on the ground. The officer will pick up the ball and lower body in the squat position holding the ball in a front rack position. The officer must reach a full squat position at the bottom where the crease of the hip is parallel or below the top of the knee. The wall ball must touch at or above the 10 ft. target.
2. Sumo Deadlift High Pull
    a. Every rep starts on the ground. Weight will travel from the ground, to clavicle height at the top of the movement, then back to the ground. At the top of the rep, the knees and hips must be fully extended, and the elbows must be higher than the weight being used. Use of kettlebell or barbell is permitted (75 lbs. for male 55 lbs. for female).
3. Box Jumps/Step Ups
    a. Officers will perform the box jumps/step ups with a 20-inch-tall box. For a repetition to count both feet must reach the top of the box and the officer's knee and hips must reach full extension at the top. From the top of the box, officers must step back down to the starting position.
4. Push Press
    a. Officers will perform the push press with a barbell (75 lbs. for male 55 lbs. for female). Barbell will start in a front rack position with the feet under the hips and barbell resting on the shoulders with the elbows slightly in front of the barbell. The subject will then bend and straighten their legs. With the force generated from straightening the legs, the officer will press the barbell up overhead into a fully locked out position. A locked-out position is achieved with the knees, hips, shoulders, and elbows are fully extended with the barbell over the middle of the body and the head is between the arms.
5. Row
    a. Officers will utilize the Concept 2 indoor rower for the last exercise of the test. The flywheel resistance will be set at level 10. The display screen will be set to show number of calories rowed. Score for this portion is the total number of calories.

C. The order in which the each semi-annual PT Assessment is completed is at the discretion of the Fitness Coordinator based on group/squad size, in order to ensure that group assessments be completed in a timely manner.

D. Officers that fail to complete a semi-annual assessment in the time limit provided by the Fitness Coordinator are automatically put in the Remedial Program until they complete and pass the assessment with the minimum 50th percentile in each of the three categories.

E. Any officer with a medical condition or injury that prevents assessing during a scheduled April or October PT Assessment is required to obtain a physicians review form and submit it to the Fitness Coordinator before the last day of each scheduled assessment.

PLEASE SEE ATTACHED REVISION (REVISION 6)

1. If an officer submits a temporary exemption for a minor injury, they will have 60 days after a doctor's release to work their body back into condition in order to complete an assessment (i.e. Injury occurs in March before April's PT Assessment, officer is released in May, they will have to make up April's Assessment in July).

F. REMEDIAL

PLEASE SEE ATTACHED REVISION (REVISION 7)

Officers who fail to achieve the 50% requirement in each of the physical assessment categories, or the 2000 meter row test or the Combat Fitness Evaluation will be placed in the Remedial Program.

1. Remedial officers have 30 days, after their initial assessment date, to re-test and pass in sub-standard area(s) and may re-test as many times as they like in those 30 days.

2. After 30 days, remedial officers who have not achieved Fit For Duty status by passing sub-standard area(s) with 50%, are required to participate in an assessment in the sub-standard area(s) once a week as well as working on an individual fitness program agreed upon by the remedial officer and the Fitness Coordinator.

3. Direct supervisors will be responsible for overseeing that their officer(s) participates in remedial training and send this verification, which will include, date, time spent, and type of exercise, to the Fitness Coordinator.

4. It is the responsibility of each remedial officer to schedule a date and time with the Fitness Coordinator for each remedial assessment.

REVISION 6

Chapter 3 Section 11 – Mandatory Physical Fitness Program – Page 5 - VI

SOP – Physical Fitness Assessments – Page 6 – E. and E. 1.

MEDICAL EXEMPTIONS FROM FITNESS TESTING

A. Any officer with a medical condition or injury that prevents assessing during a scheduled April or October PT Assessment is required to obtain a physician's review form and submit it to the Fitness Coordinator before the last day of each scheduled assessment.

1. If an officer submits a temporary exemption for a minor injury, they will have 60 days after a doctor's release to work their body back into condition in order to complete an assessment (i.e. Injury occurs in March before April's PT Assessment, officer is released in May, they will have to make up April's Assessment in July).

B. When an officer suffers from an injury that affects the officer's ability to test (i.e. knee surgeries, shoulder surgeries, hernias) he/she must submit a physician's review form which identifies:

1. The injury that prevents the officer from testing

2. What test the injury prevents the officer from engaging in

3. Renewal of the physician's review form is not mandatory if the officer continues in a regularly scheduled fitness program.

C. All other medical excuses must be accompanied by a physician's review form that identifies the following:

1. The injury/illness that prevents the officer from testing.

2. What test the injury/illness prevents the officer from engaging in.

3. The length of time the officer would be excused from performing the test.

4. These excuses must be renewed every 90 days.

D. When an officer suffers from a chronic injury that will prevent them from performing a certain movement for their lifetime but NOT something that places them on light duty status it must be detailed within the doctors note. The Fitness Coordinator will establish an individualized modified movement or substitution for this officer based on their specific chronic injury so they can still complete an assessment. This is ONLY to be used for those officers that have a severe chronic injury that will physically prevent them from doing a specific movement type within an assessment for their lifetime or an extended period (greater than 1 year).

E. Doctor's excuses do not exempt an MPD Officer from participating in the assessment program.

F. When an officer becomes pregnant, they are not required to perform a physical fitness assessment for the duration of the pregnancy. Given that the officer receives clearance from their physician to perform physical activities, the officer will have 1 year after the date of birth to complete an assessment. If any complications arise that may affect the officer's ability to complete a physical fitness assessment within 1 year it will be treated the same as a chronic injury.

VII. REMEDIAL PROGRAM (CALEA 22.3.3 d & e)

A. The remedial fitness program began with the October 1992 assessment, and is in effect on any assessment after that date.

B. The goal of the remedial program is for the officer to participate regularly in a fitness program prescribed by the Physical Fitness Coordinator, to meet Fit for Duty Status.

C. Officers who fail to achieve 50% on each of the 3 assessment categories on the Cooper's Assessment, 50% on the Combat Fitness Test, and 60% on the 2,000m Row must participate in the Remedial Program.

D. Officers that fail to complete a semi-annual assessment in the time limit provided by the Fitness Coordinator are automatically put in the Remedial Program until they complete and pass the assessment with the minimum 50% on each of the 3 assessment categories on the Cooper's Assessment, 50% on the Combat Fitness Test, or 60% on the 2,000m Row.

E. Officers that fall below the above standards are consulted by the Physical Fitness Coordinator and their immediate supervisor to:

1. Be notified of the area(s) that are below standard.

2. Be given notice that the officer is in remedial training until such time as the sub-standard area(s) are brought up to the 50% or 60% level depending on assessment chosen by officer.

3. Develop a personalized fitness prescription with the Physical Fitness Coordinator to bring up the sub-standard area(s).

4. Be given a remedial testing schedule of times that they are to be re-tested in the sub-standard area(s) to check their progress.

5. Set realistic goals that are agreed upon by the officer and the Physical Fitness Coordinator

F. Officers in the remedial program have 30 days after their initial assessment to re-test in sub-standard area(s). Officers may re-test as many times as they like in those 30 days. If after 30 days the officer has not obtained Fit for Duty status by achieving the minimum 50% on each of the 3 assessment categories on the Cooper's Assessment, 50% on the Combat Fitness Test, or 60% on the 2,000m Row, the officer will have to complete an assessment in the sub-standard area(s) on a weekly basis and set up an individual fitness program agreed upon by the remedial officer and the Fitness Coordinator.

G. Remedial Officers will meet with the Physical Fitness Coordinator each month that they are in remedial to review the effectiveness of the individual fitness program established.

H. Direct supervisors are responsible for overseeing that their officer(s) participates in remedial training and send this verification, which will include, date, time spent, and type of exercise, to the Fitness Coordinator.

I. It is the responsibility of each remedial officer to schedule a date and time with the Fitness Coordinator for each remedial assessment.

Effective Date	August 1993
Revision Date	09/2022
Review Date	
Previous Revision Date	06/2020
Affects: Sworn Personnel	

Chapter 3 Section 13
Weapons and Defensive Equipment

I. STATEMENT OF PURPOSE (CALEA 4.3.1.c, 4.3.2, 4.3.4, 33.4.1)

The purpose of this order is to establish policies and procedures regarding training, approved weapons and related equipment.

No officer shall be permitted to carry a weapon until proper training has been received and the officer has qualified with the weapon. All officers, while on duty and within their jurisdiction, must carry a departmental issue semi-automatic pistol or other approved handgun. Only one primary handgun shall be approved for an officer to carry.

II. PRIMARY HANDGUNS

A. Department Issued

The Department issued semi-automatic handgun will be a full-size Glock the ~~Glock model 17~~, 9mm caliber. (CALEA 4.3.1.a)

1. Modifications on Department issued weapons will be limited to ~~changing the factory supplied iron sights,~~ the addition of abrasive grip tape, and/or the addition of slip on grip enhancers.

B. Non-Departmental

1. Officers may elect to carry a personally owned Glock in 9mm caliber. Models must be black in color, accommodate a light system, incapable of firing full-auto, and have a slide length of no less than 6.85 inches and no greater than 8.15 inches.

2. Officers working in an administrative, plain clothes capacity, or undercover may elect to carry the Glock model 26, 43, 48 or a like-model Glock approved by the Range Master.

3. Officers may elect to carry the following Glock Modular Optic System (MOS) models: Glock 19 MOS, Glock 17 MOS, Glock 45 MOS, and Glock 34 MOS. Officers may elect to have their personally owned weapon professionally milled for an approved optic.

4. Officers electing to carry one of the above-authorized, non-department issued handguns will adhere to Section VIII of this order.

C. Carrying out-of-state

Officers are permitted to carry the departmental issued or approved handgun when leaving the state.

III. BACK-UP AND OFF-DUTY HANDGUNS

A. Officers may carry a back-up handgun while on duty and are encouraged to carry an off-duty handgun on or about their person while traveling in private vehicles in an off-duty capacity. Officers traveling in a private vehicle in an off-duty capacity who have elected not to carry an off-duty weapon shall not be subject to disciplinary action for not being armed, but should understand that any enforcement action taken may be scrutinized legally and civilly.

B. Officers in an assigned city vehicle are considered "on duty" and shall be armed with an approved handgun per Section II of this order.

B. The weapon must be an approved .380 caliber or larger caliber revolver or ~~double action~~ semi-automatic pistol. The weapon must be small enough so as not to be noticeable while concealed. The weapon must have a minimum of five (5) shot capacity. Weapons that do not meet factory specifications shall not be approved. (CALEA 4.3.1.a)

C. Officers are required to properly register and qualify with the ~~back-up~~ weapon. Officers shall exhibit efficient weapon retrieval to the Range Master or Firearms Instructor. Final approval by the Range Master is required in order to carry a back-up or off-duty handgun. (CALEA 4.3.1.c, 4.3.2)

D. Back-Up and Off-Duty handguns must be double action or be equipped with a manual safety and come from the following manufactures: (CALEA 4.3.1. a)

1. Semi-Automatics

a. Berretta
b. Glock
~~c.~~ ~~Kahr~~
d. Sig Sauer
e. S&W
f. Walther
g. Ruger
h. H&K
i. Springfield

j. Staccato)off duty only

2. Revolvers

a. Colt
b. Ruger
c. S&W
d. Kimber

~~IV. OFF-DUTY HANDGUNS~~

~~A. Officers are strongly encouraged to carry an off-duty handgun on or about their person. Off-duty officers in an assigned police vehicle shall be armed with an approved handgun. Officers traveling in a private vehicle in off-duty capacity who have elected not to carry an off-duty weapon shall not be subject to disciplinary action for not being armed.~~

~~C. Off-duty handguns must be carried in a concealed manner.~~

~~C. An off-duty handgun must be a .380 caliber or larger and must meet the same specifications and approval as the primary handgun and back-up handgun. (CALEA 4.3.1.a, 4.3.2)~~

~~D. All officers are required to properly register and qualify with off-duty weapons. (CALEA 4.3.1.c, d, 4.3.2)~~

V. SHOTGUNS

~~A. Department Issued Shotgun~~

~~The Department issued shotgun is the Remington 870 12 gauge. (CALEA 4.3.1.a)~~

B. Non-Departmental

Officers may elect to carry a personally owned shotgun of 12-gauge caliber only. Actions must be pump or semi-automatic. Approved manufacturers are as follows:

1. Remington
2. Benelli
3. Beretta
4. FN

5. Mossberg

C. Specifications

1. Extra shotgun ammunition may be carried in a shell loop secured to the butt stock or appropriate sidesaddle on the receiver.

2. Shotguns are required to be equipped with a full-length butt stock, except breaching shotguns, which have pistol grips in place of the butt stock.

3. Shotguns shall not have a barrel length less than 18 inches, except the breaching shotguns which have 12” barrels.

4. Duty shotguns, whether department issued or department approved, should be equipped with a sling, an extended magazine, and a mounted gun light as approved by the Range Master.

D. Procedures

1. Prior to coming on-duty officers shall inspect their shotgun to assure that there is no shell in the chamber, the hammer is not cocked (trigger pulled), and the safety is on.

2. All officers carrying a shotgun shall use only rifled slugs or #00 buckshot. Department-issued less-lethal shotguns will only carry issued less-lethal rounds. (CALEA 4.3.1.b)

3. If a police vehicle is equipped with a shotgun rack the shotgun is secured in the rack while on duty.

4. Any shotgun found to be defective shall be delivered, as soon as possible, to the Range Master with a memo detailing the defects.

VI. CARBINES

A. Carbines are considered special equipment for use in high risk or special threat situations.

B. Officers are permitted to carry carbines once they have successfully completed a 30-hour Basic Rifle Course. (CALEA 4.3.2)

Qualifications for attending the Basic Rifle Course:

1. Have the recommendation and approval from the officer's chain of command.

2. Carbine privileges may be revoked or suspended by the officer's chain of command for misuse or show of poor judgment.

C. All carbines shall be inspected once each year by the Range Master for safety and maintenance. The Range Master establishes the inspection schedules and notifies the officer when the inspections are scheduled. (CALEA 4.3.1.c)

D. Specifications

1. Semi-automatic, magazine fed. (CALEA 4.3.1.a)

2. Iron sights. (CALEA 4.3.1.a)

3. Equipped with a sling and rail-mounted gun light. (CALEA 4.3.1.a)

4. Equipped with at least two magazines. (CALEA 4.3.1.a)

5. Carried in the trunk of the officer's unit in a protective case or in the front passenger compartment in an approved rifle rack. (CALEA 4.3.1.a)

6. Ammunition is relegated to that issued by the Range Master in .223/5.56 caliber. (CALEA 4.3.1.b)

7. Officers may carry optics or electronic sighting systems of no more than 1-power magnification. ~~Backup iron sights are required.~~ A backup sighting system is required.

8. Upon successful completion of the Precision Rifle Course, officers may carry either a carbine or approved precision rifle with approved, variable optic beyond 1-power magnification. A backup sighting system is required.

9. A list of approved optics shall be maintained by the Range Master.

10. All carbines must have a minimum barrel length of 11.5 inches. A carbine with a barrel length shorter than 16 inches must be registered according to National Firearms Act (NFA) rules and equipped with a sound suppressor.

11. All rifles will have a factory installed fixed or collapsible style stock. Arm braces attached to a buffer tube does not meet this requirement.

12. Muzzle breaks and compensators are NOT permitted. Weapon systems must be fitted with either a flash suppressor or sound suppressor.

VII. PRECISION RIFLES

A. Precision rifles are considered special equipment for use in high risk or special threat situations.

B. Officers are approved to carry a precision rifle with optic if they: (CALEA 4.3.1.a)

1. Are a current ~~or former~~ Tactical team member;

2. Have successfully completed an approved Precision Rifle Course;

3. The make, model and type of weapon system meets specifications established by the Sniper / Observer Team:

a. Chambered in .308

b. Bolt action rifles must be Remington 700 or Winchester pattern

c. Semi-automatic rifles must be AR-10 pattern

d. Weapon system and shooter shall be MOA capable (both are subject to testing)

4. Have the precision rifle inspected and approved by the Range Master

VIII. NON-DEPARTMENTAL WEAPONS

A. Any officer wishing to carry a weapon other than the departmental issue must first submit the weapon to the Range Master for inspection. The Range Master must attest to the following before approving the weapon: (CALEA 4.3.1.c, 4.3.2)

1. The weapon is in good working order.

2. The weapon is of a type and style suitable for law enforcement use and meets departmental requirements.

3. The weapon has approved grip or grip panels, if applicable.

4. The officer has sufficient hand strength to safely and properly handle the weapon.

5. The officer has completed appropriate training and qualified with the weapon.

6. Primary handgun, back-up handgun, and off-duty handguns will have a minimum trigger pull weight of 4.5 pounds. Carbines will have a minimum trigger pull weight of 4 pounds. Shotguns will have a minimum trigger pull weight of 6 pounds. Precision rifles will have a minimum trigger pull weight of 3.5 pounds.

7. External modifications to the handgun must be inspected and approved by the Range Master and are limited to the following:

    a. Changing of factory-supplied iron sights.

    b. The addition of abrasive grip tape, slip on grip enhancer, the application of semi-permanent grip abrasive, and flared magazine wells. *Modifications to the frame (i.e. stippling, removal of material for ergonomics) is limited to reputable companies/manufactures only at the officer's own expense and understanding that factory warranties may be void. A receipt proving such may be requested by the Range Master.

    c. Oversized magazine base plates and magazine extensions that add no more than 6 rounds to the original magazine capacity.

    d. Officers may carry optics or electronic sighting systems of no more than 1-power magnification. Backup iron sights are required. Backup iron sights shall be usable through the optic body and either co-witness or lower 1/3 co-witness with the optic.

    e. ~~The following brands of Red Dot Sights are authorized: Trijicon, Aimpoint, and Leupold.~~ The following Red Dot Sights are authorized: Trijicon RMR & SRO (all variants), Aimpoint ACRO, Leupold DPP, Holosun 508T & 509T, and Steiner MPS. The list is subject to change and final approval is given by the Range Master.

    f. Officers choosing to use a red dot sight shall have proper sealing plates, adapter plates and proper length screws.

g. Any optic used on an approved personally owned firearm for on duty use must be inspected and installed by the Range Master or his designee. Maintenance (batteries, anti-fog application), up-keep and functioning of the red dot system shall be the responsibility of the officer.

h. Officers are required to use Safariland retention holsters made specific to the weapon system.

i. Officers will be required to show proficiency and pass a qualification course of fire with the optic ~~and back up iron sights separately~~ before they are approved to carry the weapon. ~~system~~.

8. Prohibited modifications and substitutions are as follows:

a. Any enhancement procedure that ~~requires the application of heat to either the frame or slide.~~ takes away from factory workability of the weapon.

b. The removal of any material from the ~~frame,~~ slide or barrel is prohibited with the exception of professional milling for the application of an approved optic.

c. Decorative embellishments to any portion of the weapon system.

B. The weapon must be registered and inspected by the Range Master before the officer is allowed to carry the weapon. The weapon is considered “approved for carry” after the weapon and accompanying qualification record has been recorded in the firearms training records management files. (CALEA 4.3.1.c, d)

C. A list of all officers carrying non-departmental weapons, both primary, off-duty, and back-up, is maintained by the Range Master.

D. The weapon may not be carried by the requesting officer until all of the requirements of this section are met.

IX. GAS GUNS AND TEAR GAS (CALEA 22.2.5, 22.2.6)

A. Only approved, trained, and qualified personnel are authorized to carry and deploy gas guns and gas.

B. Gas delivery systems will be inspected annually by the Ranger Master.

C. Repairs of gas guns are coordinated through the Range Master.

X. WEAPON MOUNTED LIGHT SYSTEMS

Officers are allowed to utilize a weapon mounted light system on a department issued or approved semiautomatic duty, off-duty, or back-up handgun, as well as a Department approved carbine or shotgun. Officers will attend a short class on the nomenclature and proper use of the weapon mounted light system and shoot a qualifying score on the MPD weapon mounted light qualification course prior to being authorized to carry the weapon mounted light system.

Any weapon mounted light system is limited to the following features:

1. No laser system of any type

2. White light only

3. Must be finger operated

4. No pressure switches on handguns

5. Must be externally mounted on the front of the weapon under the barrel of approved handguns or affixed to the forearm of a carbine or shotgun.

6. The system must be manufactured specifically for that particular weapon

7. The “flashlight” component of the weapon mounted light system shall remain attached to the weapon at all times and is not to be used as an auxiliary flashlight for general illumination purposes.

8. The Midland Police Department Range Master or designee must approve any weapon mounted light system and accompanying holster. The Range Master will maintain a list of approved weapon mounted light systems.

9. Officers choosing to incorporate a weapon mounted light system must utilize a holster that will accommodate the weapon mounted light system and conform to MPD General Orders Chapter 2 Section 4 Uniforms and Appearance.

XI. AMMUNITION

A. Officers shall carry and use only ammunition that has been approved by the Range

Master. (CALEA 4.3.1.b)

B. All duty ammunition for Department-issued and personally owned primary handguns, carbines, and shotguns is issued by the Range Master once every twelve (12) months or as deemed necessary. Ammunition for off-duty and back-up handguns that is not of 9mm caliber must be provided by the officer and approved by the Range Master. (CALEA 4.3.1.b)

C. Officers carrying semi-automatic pistols may carry up to three extra magazines (high capacity) or four magazines (standard capacity) of approved ammunition. An officer may carry up to eight (8) rounds in a shotgun and five (5) rounds in a shotgun butt stock loop or six (6) in a sidesaddle on the receiver.

D. Officers shall inspect all rounds prior to loading their weapon and make periodic inspections for damaged rounds. Department issued ammunition that has been damaged or exposed to inclement weather may be replaced by the Range Master as necessary. (CALEA 4.3.1.c)

E. Officers shall not carry any hardball, full metal jacket or exploding rounds.

F. Officers carrying a Department-issued or approved shotgun must use only rifled slugs or #00 buckshot issued by the Range Master.

G. Officers carrying a Department-approved carbine will use only that ammunition issued by the Range Master.

XII. HANDLING OF FIREARMS

A. With firearms of any type, the officer's trigger finger should remain outside the trigger guard until the decision is made to fire.

B. The trigger finger should be outside the trigger guard while moving with the drawn weapon, scanning or searching an area, controlling, escorting, or any other time except when the decision to fire has been made and/or firing is actually in progress.

C. Situations in which officers with their weapons drawn come within contact distance (approximately 4-5 feet) of suspects, involve an unusually high risk of both weapon takeaways and unintentional discharges. Accordingly, every effort should be made to avoid such situations. Whenever possible, a backup officer should be utilized to cover the suspect from a safe distance, so that the officer approaching within contact distance to handcuff or search can do so with a holstered weapon. When an officer has no choice but to advance within contact distance with a drawn weapon, this

should be done with the finger outside the trigger guard and with extreme caution lest physical jostling or scuffling may result in an unintentional discharge.

D. A handgun, rifle or shotgun muzzle shall not be held in direct contact with an individual, except as a last resort. Such use is permitted only if the use of deadly force is justified and is the only manner in which the firearm can be discharged without increasing the danger of death or serious bodily injury to the officer or another person.

E. Firearms shall be secured as soon as practical after determining that the use of deadly force is not necessary.

F. Officers should use every tactical tool to avoid surrendering a weapon. An officer may be confronted by an armed person who has the advantage, but the danger is not necessarily reduced by the officer's surrendering his weapon upon demand. Surrendering the weapon means giving up the officer's only chance of survival.

G. Officers shall not exhibit any weapon within the police building. An officer's weapon may be removed from his holster to be placed in a secure area (lock box or locked desk drawer).

H. Officers shall not load or unload any weapon inside the police building or range building unless the weapon is to be processed for a criminal offense or for an inspection by a supervisor.

XIII. CARE OF WEAPONS (CALEA 4.3.1.c)

A. Willful or negligent damage or unauthorized modification to a departmental issued weapon by any employee shall not be tolerated. Incorrect or negligent use of any weapon is prohibited.

B. If a firearm is dropped, whether or not it shows any damage, a memorandum shall be directed to the Range Master before the end of shift. The firearm shall be inspected by the Range Master or a Firearms Instructor before returning to duty.

C. Each employee shall, by every practical means, secure all weapons from unauthorized access. All departmental issued security devices must be properly used to secure departmental issued/authorized firearms. Officers are expected to comply with the state law concerning all firearms under their control. Firearms shall not be left in unsecured vehicles while off-duty or on-duty. When the vehicle is unattended for extended periods of time the firearm may be secured in a protective case in the trunk. All firearms are to be removed from the vehicle if the vehicle is to be turned in

for repairs or removed from the officer's control.

D. All officers are responsible for maintaining their weapons and keeping them clean.

E. Officers are responsible for inspecting their issued or approved weapons for safety and maintenance needs and ensuring that the weapon is safe and functional at all times.

F. All repairs on departmental issue handguns are performed or coordinated through the Range Master. Maintenance for authorized non-departmental weapons is the responsibility of the individual officer. If an authorized non-departmental weapon has been dismantled to be repaired, the weapon shall be taken to the Range Master to be inspected. All weapons must meet factory specifications.

G. Modification or substitution of the factory supplied fire control parts of any primary handgun, back-up handgun, off-duty handgun, carbine, shotgun, or precision rifle is expressly prohibited unless it is performed by a certified armorer and the parts meet or exceed specifications set forth. This includes triggers, safeties, springs, connectors, or any other internal part of any of the above listed weapon that is part of the fire control or safety system of any of the above listed weapons either Department issued or personally owned. This includes removal and polishing or stoning of any of the above-mentioned internal parts on any of the above listed weapon systems.

H. Officers who desire special grips are permitted to obtain, at their own expense, authorized grips. Pistol grips that are authorized must meet the following requirements:

1. Grips must have checkering, stippling or other rough surface.

2. Grips must be black or brown in color.

I. Department issued weapons found to be defective shall be delivered to the Range Master. If the weapon cannot be repaired immediately, the officer will obtain another weapon. When the weapon is repaired, it is returned to the officer. (CALEA 4.3.1.d)

J. All weapons shall be inspected for safety and maintenance needs by the Range Master or Firearms Instructor during the training or qualification sessions.

K. Any department issued or authorized non-department weapon that is found to be unsafe shall be immediately removed from service. If a department issued weapon

cannot be repaired to a safe operating condition it will be destroyed or disassembled for usable parts. A non-department weapon found to be unsafe shall not be carried for any purpose. (CALEA 4.3.1.d)

XIV. COMPULSORY FIREARMS QUALIFICATION AND TRAINING

A. Generally

1. All sworn officers of the Department must qualify with their approved firearms in accordance with the provisions of this General Order.

2. The Department Firearms Training Program includes comprehensive instruction of:

a. Departmental policy on the use of deadly force.

b. Legal requirements.

c. Issuance of the agency Use of Force Policy (CALEA 4.3.4)

d. Moral responsibilities of carrying a firearm.

e. Firearms safety.

f. Firearms proficiency.

g. Firearms cleaning and maintenance.

3. Firearms proficiency training reflects, as closely as possible, those circumstances and conditions that police officers are most likely to confront in real life deadly force situations.

B. Annual Qualifying Requirements

1. All sworn Police Officers are required to exhibit proficiency with each type of firearm they are authorized to carry. This includes the primary duty handgun, an off-duty handgun, a back-up handgun, a less lethal, shotgun, and a rifle (if carried).
(CALEA 4.3.2)

2. All sworn Police Officers are required to qualify annually on a prescribed course of fire with their primary duty handgun, back-up weapon, off-duty

handgun, less lethal, rifle and shotgun, if carried. This qualification will take place during the annual in-service and the courses of fire will be prescribed by the Firearms Sergeant/Range Master. Additional quarterly qualifications are iterated in Section D. (CALEA 4.3.2)

* 3. Recruits attending the Police Academy are required to pass the departmental pistol qualification (4-98A and low light qual ~~2-19LL~~) as well as the departmental shotgun qualification (3-97F or 3-97FM) at 80% or above to graduate the academy.

4. Firearms instructors are required to achieve a minimum score of 90% on the annual firearms qualification course. In addition, firearms instructors will be required to demonstrate the ability to meet a baseline requirement on basic weapon handling skills with handguns, rifles, and shotguns, and also demonstrate the ability to safely and effectively diagnose and rehab problem shooters. (CALEA 4.3.2)

5. Officers shall exhibit proficiency in the safe handling and proper cleaning of the weapon. This shall be observed by Firearms Instructors at all times. Violations of safety rules and improper weapons maintenance shall be brought to the Officer's immediate attention and instruction given to correct the deficiencies. (CALEA 4.3.3.a)

C. Failure to Qualify

1. Officers participating in firearms qualification will have two attempts to score 80% or more with their handgun, rifle (if carried), and shotgun (if carried).

2. Officers who fail to score at least 80% with any of the above weapons are considered to have failed and must attend remedial training immediately as detailed below in “E”.

3. Officers who fail to qualify after the initial remedial training session will be placed on Administrative Duty until they successfully meet the qualification standards.

4. Firearms Instructors must inform the Training Division immediately in writing of any failure to qualify by any officer. The memorandum will identify the officer, the course of fire, the number of attempts to qualify, any corrective action taken by the instructor and any perceived problems noticed by the

instructor. The memorandum must be turned in Training, through the chain of command.

D. Quarterly Firearms Qualification

1. Quarterly firearms qualifications will be on prescribed courses developed by the Firearms Sergeant/Range Master. All personnel shall qualify quarterly on all duty weapons (i.e., duty pistol, backup, rifle, shotgun) if carried. ~~If not carried on-duty, such as an off-duty pistol, all personnel shall qualify on these weapon systems only during annual in-service if carried.~~

2. Quarterly firearms qualifications will require a minimum score of 80% or will be based on a pass/fail basis.

3. If minimum score is not met, remedial training will be required and follow remedial training procedures outlined.

E. Remedial Firearms Training Procedures - Initial Remedial Session (CALEA 4.3.3.c, 33.1.5)

1. The remedial session will be conducted immediately by the Firearms Instructor in charge of the training or qualification at that time. Remedial will not exceed 100 rounds of ammunition.

2. The duration of the initial remedial session will be no more than two hours in length and will be based on a series of objectives identified by instructors during training or qualification exercises.

3. The officer will fire a course or courses of fire designated by Firearms Training that will allow the instructors to develop a series of objectives and exercises designed to improve the officer's skill level.

4. After the training session, the officer will be given one attempt to pass the course of fire. If the officer fails after this attempt, the instructor will write a memo detailing the training session and will forward the memo through the Firearms Training Division and officer's chain of command to the Chief of Police.

5. Officers who fail to qualify after the initial remedial training session will be placed on Administrative duty and scheduled for a second session within two business days.

F. Remedial Firearms Training Procedures, Second Remedial Session (CALEA 4.3.3.c, 33.1.5)

1. The second remedial training session will be conducted by the Range Master and one Firearms Instructor within two business days of the initial failure.

2. The duration of the performance evaluation will be no longer than four hours in length and will be based on a series of objectives designed to improve the officer's skill level.

3. The officer will fire a course or courses of fire designated by Firearms Training that will allow instructors to identify problems and develop exercises to correct identified problems and increase the officers' skill level.

4. After the completion of the performance evaluation, the officer will be given two attempts to pass the course of fire. If the officer fails after two consecutive attempts, the evaluating instructors will forward independent reports through the chain of command to the Chief of Police with a final evaluation of the officers' skill level pertaining to firearms proficiency. The report must be completed within of the performance evaluation.

5. All records of the officer's initial session and performance evaluation will be maintained by Firearms Training.

6. The Range Master is responsible for developing a comprehensive training plan for each performance evaluation based on the needs of the individual officer.

7. Officers who fail the second remedial session will be scheduled for a third remedial training session within two business days of the second remedial session.

G. Third and Final Remedial Firearms Session. (CALEA 4.3.3.c, 33.1.5)

1. The third and final remedial Firearms session will be conducted by the Range Master and a Firearms Instructor within two business days of the second remedial session.

2. The duration of the performance evaluation will be no longer than eight hours in length and will be based on a series of objectives designed to improve the officer's skill level.

3. The officer will fire a course or courses of fire designated by Firearms Training that will allow instructors to identify problems and develop exercises to correct identified problems and increase the officers' skill level.

4. After the completion of the performance evaluation, the officer will be given two attempts to pass the course of fire. If the officer fails after two consecutive attempts, the evaluating instructors will forward independent reports through the chain of command to the Chief of Police with a final evaluation of the officers' skill level pertaining to firearms proficiency. The report must be completed within 48 hours of the performance evaluation.

5. All records of the officer's initial session and second session will be maintained by Firearms Training.

6. The Range Master is responsible for developing a comprehensive training plan for each performance evaluation based on the needs of the individual officer.

7. The Officer's final disposition will rest with the Chief of Police.

H. Performance Evaluation Failure Procedures

1. The Range Master will include a recommendation in the performance evaluation report based on the officer's performance during all phases of the training process.

2. Recommendation may include, but are not limited to, permanent removal from armed duty status, temporary removal from armed duty status due to transient problems, additional training and evaluation, and medical referral for perceived medical problems.

3. The final disposition of the officer will rest with the Chief of Police.

I. Failure with Non-Primary Duty Weapons (CALEA 4.3.2, 4.3.3.c)

Officers who fail to qualify with off-duty or back-up handgun will not be permitted to carry the weapon until all qualification requirements have been met.

~~J. Firearms Proficiency Awards~~

~~1. The Firearms Proficiency Awards course of fire will be established by Firearms~~

~~Training.~~

2. ~~To participate in the Awards course, officers must have participated in all required qualification courses and training activities for four consecutive quarters prior to competing for an award.~~

3. ~~The course of fire will be based on safety, weapons handling, practical skills, and proficiency.~~

4. ~~Eligible officers may attain a Marksman Designation by accumulating sufficient points on a duty handgun and shotgun course. Officers must have averaged 80% or better on all scored (excluding PASS/FAIL) courses for the consecutive four quarter period with their primary duty weapon.~~

5. ~~Eligible officers may attain a Sharpshooters designation by accumulating sufficient points on a duty handgun and shotgun course. Officers must have averaged 85% or better on all scored (excluding PASS/FAIL) courses for the consecutive four quarter period with their primary duty weapon.~~

6. ~~Eligible officers may attain an Expert designation by accumulating sufficient points on a duty handgun and shotgun course. Officers must have averaged 90% or better on all scored (excluding PASS/FAIL) courses for the consecutive four quarter period with their primary duty weapon.~~

7. ~~Master may be attained by accumulating sufficient points on a duty handgun, shotgun and rifle course of fire. Officers must have averaged 90% or better on all scored (excluding PASS/FAIL) courses for the consecutive four quarter period using their primary duty weapon.~~

8. ~~Firearms Training will set aside one day each quarter to test interested officers. Only officers who have passed the Firearms Proficiency Award course may wear the award on their uniforms.~~

9. ~~Any level of proficiency that has been maintained for a three-year period will be considered a Lifetime Award and further testing will not be required unless the officer is attempting a higher level of award than the Lifetime Award.~~

10. ~~Records regarding awards will be maintained by Firearms Training, however, awards are voluntary and maintenance of the award is the responsibility of the officer.~~

K. Scheduling and Participation

1. Commanders must reserve the range through the Range Master.

2. Commanders make arrangements and schedules for their Officers to participate in firearms training.

3. Any unauthorized absence of assigned personnel is considered absence without leave.

XV. FIRING RANGE PROCEDURES

A. Responsibilities

1. A Firearms Instructor shall be present at the range during shooting and is responsible for conduct on the range.

2. Each Officer is under the command of the Range Master or a Firearms Instructor and is directed to obey all directions of the Instructor.

3. All Officers, while attending Firearms Training, are responsible for adhering to all safety rules and procedures. The Firearms Instructor conducting the training shall review the rules of firearm safety at the beginning of each session as outlined in XV. B of this order.

4. Firearms Instructors shall correct anyone that is observed violating safe weapon handling. If this person, once cautioned, continues to violate safe weapon handling or careless shooting habits, they shall be ordered off the range. A memorandum concerning the incident is directed to the Range Master who will forward the memo through the chain of command.

5. In the event anyone is injured and requires medical attention, the injured party, witnesses and the Firearms Instructor shall submit a detailed report to the Range Master who will forward it through the chain of command.

6. Each Officer is responsible for policing the grounds for empty brass or any other items used.

7. Officers shall properly clean all firearms and the area used to clean firearms. The Range Master or Firearms Instructor shall inspect each weapon for cleanliness before the Officer leaves the range.

8. Shooting shall be allowed in designated areas only.

9. No one shall shoot the steel targets with rifles, magnum rounds or shotgun slugs.

10. No one may shoot wildlife unless necessary (Predator Control).

B. Firearms Safety Rules

1. All guns are always loaded. Treat all guns as if they are always loaded. There are no exceptions. Even if you just checked your firearm, check it again.

2. Never let the muzzle cover anything you are not willing to destroy.

3. Keep your finger off the trigger until your sights are on the target. You cannot fire any faster by leaving your finger on the trigger when your firearm is drawn. Leaving your finger on the trigger can cause an unintentional discharge from a startle response or a sympathetic muscle movement.

4. Be sure of your target. Never shoot at anything you have not positively identified. You must also be aware of what is between you and your target and what is behind your target.

C. General Safety Rules

1. Keep your firearm holstered until otherwise instructed. Shotguns and rifles will be carried muzzle down, safety engaged.

2. Stand firm on the line. Do not fidget or move around.

3. Do not turn around with a pistol in your hand. Holster first, then turn around. Shotguns and rifles will be grounded, safety engaged or lowered to a muzzle down position with the safety engaged before turning around.

4. Do not let a firearm “dangle” in your hand. You must control the firearm the entire time it is in your possession.

5. Keep the muzzle pointed downrange when loading/unloading. Check or load magazines with the pistol holstered.

6. Keep your finger off the trigger and out of the trigger guard when in motion.

7. If you need to work with your firearm off the line, use a safe area and inform a firearms instructor of your intentions.

8. When you have an “unclearable” malfunction, hold the firearm downrange and notify a firearms instructor immediately.

9. Always unload the firearm if it is to be left unattended (cleaning, maintenance, etc.) or handed off to an instructor or other shooter.

10. Do not handle or dry fire a firearm behind the line.

11. Before loading a firearm, check the bore and chamber to see that there are no obstructions.

12. Do not anticipate range commands. Wait for commands to be called out. If you do not understand a command, raise your hand and ask for the command to be repeated.

13. If a delay occurs on the firing line and you are in single action, de-cock your firearm (or engage the safety on shotguns and rifles) and stand by for further instructions.

14. No “horseplay” during firearms training.

15. Non-law enforcement personnel are prohibited from using the range without permission from the Chief of Police or Firearms Training.

16. Persons using substances (alcohol, drugs) which may depress, inhibit or otherwise have a negative effect on the ability to physically and mentally respond are prohibited from entering the range.

17. There will be no smoking on the firing line.

18. Wrap-around eye protection, ear protection and a cap with a bill facing forward is required equipment. Sounds above 90 decibels can damage hearing. Splatter is possible from steel targets, ejected brass and burning powder.

XVI. FIXED BLADE EDGED WEAPONS AND UTILITY KNIVES (CALEA 4.3.1.a)

Effective Date	August 1993
Revision Date	09/2022
Review Date	
Previous Revision Date	06/2020
Affects: Sworn Personnel	
Chapter 3 Section 13 **Weapons and Defensive Equipment**	

A. Department Approved Fixed Blade Edged Weapons

1. Blade length of no less than 2.5 inches, but no more than 5.5 inches.

2. Officers can carry either single or double-edged knives.

3. Handle must be constructed of material that allows for sufficient grip under extreme conditions (wet).

4. Scabbards must be constructed of materials (Kydex or similar composites) that ensure retention under hazardous conditions (pursuit, physical engagement) and located in a place allowing for protection, retention, and deployment of the weapon system.

5. Color of the handle and scabbard must be consistent with uniform and leather gear so as to avoid detection or appear extreme in nature to the public.

6. No emblems, insignias or markers deemed as offensive may be present on the handle, scabbard or any location that may be readily observed by the public.

7. Officers who qualify to carry an edged weapon must have the knife and scabbard evaluated and approved by an Edged Weapons Instructor prior to deployment. (CALEA 4.3.1.c)

8. Fixed Blade Approved Use

   a. The use of approved fixed blade knives will be relegated to utility purposes and, in extreme cases, as defensive equipment.

   b. Officers must be mindful of the fact that fixed blade knives should not be considered as primary weapon systems unless extreme circumstances dictate such.

   c. Misuse of this tool will result in loss of certification and ability to carry a fixed blade system. (CALEA 4.3.2)

9. Fixed Blade Training / Certification (CALEA 4.3.2)

a. Officers desiring to carry an approved, fixed blade knife are required to attend and successfully complete a certification course as established by the Training Division (CALEA 4.3.3.a & b).

b. Re-certification will be conducted yearly and in accordance with policy governing the carry of department approved defensive equipment. (CALEA 4.3.3.a)

c. An Edged Weapon Instructor may revoke an officer's authorization to carry a fixed blade knife if the officer fails to demonstrate proficiency (CALEA 4.3.3.c).

d. If an officer's authorization to carry the fixed blade knife is revoked, the Edged Weapon Instructor shall notify the officer's Division Commander, Bureau Commander, and the Training Division by memorandum. (CALEA 4.3.3.b)

B. Utility Knives (Folding / Assisted Opening)

1. Folding / assisted opening knives are to be carried as a utility tool. However, recognizing that extreme situations call for drastic measures, a folding / assisted opening knife could be deployed as a defensive weapon. They are not recommended for this use due to the possibility of failure on the part of locking mechanisms and resultant injury to the officer.

2. Folding / assisted opening knives are not subject to the same training / certification requirements established within this General Order and relegated to Fixed Blade Edged Weapons.

3. Folding / assisted opening knives may be carried in a scabbard, affixed to the wearer's pocket or waist band by a clip, or concealed in a manner that will ensure retention and prevent retrieval by an assailant.

4. Folding / assisted opening knife blades are not to exceed 5.5 inches in length.

XVII. MISCELLANEOUS DEFENSIVE EQUIPMENT

A. Chemical Spray

1. No officer is issued or authorized to carry or use chemical spray until the officer has successfully completed a course of training prescribed and

approved by the Training Section. Officers must be specifically authorized to carry chemical spray. (CALEA 4.3.2)

2. Officers who have been authorized to carry chemical spray may be requested by an instructor to demonstrate proficiency. (CALEA 4.3.2)

3. An instructor may revoke an officer's authorization to carry chemical spray if the officer fails to demonstrate proficiency.

4. If an officer's authorization to carry chemical spray is revoked, the instructor shall notify the officer's Division Commander, Bureau Commander and the Training Section by memorandum.

5. Only departmental issued chemical spray may be carried.

6. Officers shall not alter or modify the chemical spray canister or any part of the trigger mechanism in any manner.

B. Police Batons

1. No officer is issued or authorized to carry or use Control and Restraint Baton until the officer has successfully completed a course of training prescribed and approved by the Training Section. Officers must be specifically authorized to carry the baton. (CALEA 4.3.2)

2. Officers who have been authorized to carry the baton may be requested by a Baton Instructor to demonstrate proficiency. (CALEA 4.3.2)

3. A Baton Instructor may revoke an officer's authorization to carry a baton if the officer fails to demonstrate proficiency.

4. If an officer's authorization to carry the baton is revoked, the Baton Instructor shall notify the officer's Division Commander, Bureau Commander and the Training Section by memo.

5. Only departmental issued Control and Restraint Baton or approved Control and Restraint Batons may be carried.

6. Any officer wishing to carry a Control and Restraint Baton not issued by the Midland Police Department will have to have it inspected and authorization to carry from a Senior Baton Instructor.

7. Officers shall not alter or modify the Control and Restraint Baton.

C. Shocking Devices

Employees shall not carry or use any type of shocking device.

D. Handcuffs

1. Handcuffs are double locked when placed on arrested persons.

2. Unless a physical deformity or condition prohibits, officers handcuff all arrested persons with their hands behind their backs.

3. Officers who wish to carry a second pair of handcuffs carry them in a handcuff case or out of sight.

4. The Department issued key must unlock all handcuffs carried by an officer.

E. Flex cuffs

1. Flex cuffs may be used by officers but are carried out of sight. Flex cuffs are only used when officers do not have sufficient handcuffs.

2. When used, flex cuffs are drawn to a snug fit but not so tight as to cause a restriction in blood flow.

F. Others

Slap jacks, black jacks, brass knuckles, illegal clubs, illegal knives, and other illegal weapons are prohibited.

Effective Date	August 1993
Revision Date	12/2022
Review Date	01/2018
Previous Revision Date	02/2018
Affects: All Personnel	

Chapter 1 Section 6
Written Directive System

E. Annual Review

The Accreditation Manager ensures all written directives are reviewed or revised as needed. Some General Orders are reviewed annually, while most are reviewed as the need arises, or at a minimum triennially. This review is to determine if General Orders should be canceled, revised, or allowed to remain in their present form. The review is coordinated by the Accreditation Manager. The revision or review date will be recorded in the header of the affected written directive. (CALEA 12.2.1.e)

F. Care and Maintenance of General Orders

1. General Orders shall be kept clean, up-to-date, and accessible to all personnel via the PowerDMS system at all times.

2. General Orders are organized by subject matter and indexed by a General Order Number. (CALEA 12.2.1.e)

3. Periodic training is conducted to assure that all employees are kept up to date and are familiar with General Orders.

4. When revisions are received, old orders bearing the same number are archived indefinitely within the PowerDMS system. The new General Order is electronically published to replace the revised General Order. (CALEA 12.2.1.e)

5. All employees are required to read each revision and to familiarize themselves periodically with the contents of General Orders.

*6. The Chief of Police shall submit all amendments or modifications to General Orders to the City Manager for administrative review and approval on an annual basis.

III. SPECIAL ORDERS

A. Uses Defined

Effective Date	August 1993
Revision Date	06/2023
Review Date	06/2023
Previous Revision Date	12/2022
Affects: All Personnel	

Chapter 1 Section 6
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5. All employees are required to read each revision and to familiarize themselves periodically with the contents of General Orders.

*6. The Chief of Police shall submit, not less than annually, all amendments or modifications to General Orders to the City Manager for administrative review and consideration by the City Council during a public meeting.

III. SPECIAL ORDERS

A. Uses Defined

Effective Date	February 1999
Revision Date	01/2018
Review Date	01/2018
Last Revision Date	12/2008
Affects: Sworn Personnel	

Standard Operating Procedure
Sniper/Observer

I. STATEMENT OF PURPOSE

To establish responsibilities of the Sniper / Observer Element on scene and list the equipment assigned to the Sniper / Observer team members.

II. RESPONSIBILITIES

Once deployed, the Rifle Team will have the following responsibilities and follow these standard operating procedures.

A. Establish rules of engagement with Tactical Team Coordinator

B. Divide into 2-man teams: Observer/Sniper.

C. Begin gathering intelligence from officers and witnesses. Scout the scene and establish a location to best view the suspect's location.

D. Begin advising command post of intelligence gathered, consisting of suspect location, any additional information about suspect if available, i.e., height, weight, hair color, clothing worn by suspect, description of residence or location of dwelling, notation of any vehicles parked in area, etc.

E. Recommendations for potential placement of Tactical Team members.

F. Sniper/Observer will provide protective watch over his team, other officers, civilians and or hostages by bringing precision fire against designated human targets, with the intent to immediately terminate the dangerous actions of that designated target. In this action, state law relating to the use of deadly force by police officers, as well as any and all applicable departmental policies will regulate the sniper's decision.

G. Observer:

1. Provide protection for Sniper
2. Serve as spotter of target for sniper and assist with target identification
3. Advise sniper of wind condition, range to target and obstacles, which may affect snipers ability to deliver precision rifle fire.

Effective Date	February 1999
Revision Date	01/2018
Review Date	01/2018
Last Revision Date	12/2008
Affects: Sworn Personnel	

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E. Observer:

1. Provide protection for Sniper
2. Serve as spotter of target for sniper and assist with target identification
3. Advise sniper of wind condition, range to target and obstacles, which may affect snipers ability to deliver precision rifle fire.
4. Assist with equipment

Effective Date	February 1999
Revision Date	01/2018
Review Date	01/2018
Last Revision Date	12/2008
Affects: Sworn Personnel	
Standard Operating Procedure **Sniper/Observer**	

C. Rifle Team

Each Rifle Team member will keep and maintain the following equipment:

1. Department approved handgun
2. .308 and/or .223 rifle
3. AR-15 rifle issued by Department or approved for carry by Tactical Unit Commander and Range Master
4. Radio
5. Nomex gloves
6. Elbow and knee pads
7. Ballistic vest and Helmet
8. Binoculars
9. Spotting scope (one per team)
10. Log book for .308 and/or .223 rifle
11. Backpack containing the following:
    a. Extra water
    b. MRE/ Snacks (optional)
    c. Extra ammo- .308 and .223
    d. Duct tape
    e. Thumb tacks
    f. Rain gear/Poncho
    g. Flex-cuffs

Effective Date	February 1999
Revision Date	01/2018
Review Date	01/2018
Last Revision Date	12/2008
Affects: Sworn Personnel	
Standard Operating Procedure **Sniper/Observer**	

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    c. Extra ammo- .308 and .223
    d. Duct tape
    e. Rain gear/Poncho
    f. Flex-cuffs
    g. Blanket/Poncho liner/mat

Effective Date	11/2014
Revision Date	
Review Date	08/2023
Previous Revision Date	08/2020
Affects: Sworn Personnel	

Chapter 5 Section 8
Rapid Response to Active Threats

c. Establish Inner and Outer perimeters to:

1. Preventing suspects from leaving without challenge;
2. Prevention of additional suspects or bystanders from entering the perimeter;
3. Providing cover for incident personnel;
4. Diverting vehicle traffic from the perimeter;
5. Reporting observations that are significant to terminating the active threat and for the investigation.

d. Begin establishing and deploying rescue teams.

e. Direct victims to safety by utilizing either shelter-in-place or evacuation. If evacuating, establish a safety corridor of first responders to the desired exit point to ensure safety of victims. Do not evacuate to parking area to prevent situations involving secondary targets. Closely check area and path to the evacuation point.

f. Coordinate with Fire/EMS to establish a triage area for injured persons. The triage area should be a room or open area (if outside of the structure) capable of holding all victims with injuries that require medical treatment. A series of rooms next to each other can be considered if casualties exceed available space.

g. Communicate with all involved responders to ensure the area remains secure while facilitating victim treatment.

2. Rescue Teams

a. Begin establishing and deploying rescue teams. The priorities for a Rescue Team are to locate, recover, and facilitate the evacuation process of victims to safe areas or to medical personnel for treatment.

b. Depending upon the situation, a Rescue Team can follow behind the

Effective Date	11/2014
Revision Date	
Review Date	08/2023
Previous Revision Date	08/2020
Affects: Sworn Personnel	

Chapter 5 Section 8
Rapid Response to Active Threats

ATTACHMENT 19

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Effective Date	August 1993
Revision Date	04/2006
Review Date	10/2014
Previous Revision Date	01/2005
Affects: All Personnel	
Chapter 7 Section 6 **Cadet Program**	

VI. GENERAL GUIDELINES

A. Cadets may work up to 30 hours a week during the school term. The actual number of hours is determined by the Personnel/Recruiting Sergeant and is based on the Cadet's grades.

B. Cadets comply with the same standards of conduct, on and off-duty, as those for a police officer.

C. Cadets are furnished uniforms and cleaning.

D. Cadets may be assigned to work in any bureau.

E. Upon completion of each work assignment, the Cadet is evaluated by the supervisor. These evaluations are maintained by the Personnel/Recruiting Sergeant.

F. At the beginning of each semester, the cadets will be rotated to a new assignment. Cadets are expected to work in all areas through the process of rotation. Cadets may be moved anytime at the discretion of the Personnel/Recruiting Sergeant when needed.

* G. All cadet assignments will be made by the Personnel/Recruiting Sergeant, with approval of the Support Services Deputy Chief, based on review of the job outlines and descriptions.

H. Cadets may ride as an observer during off-duty hours with the approval of their supervising Lieutenant. Applicable guidelines are outlined in the Civilian Observer General Order (Chapter 10 Section 12).

I. Cadets may remain in the program until 60 hours are obtained with a 2.0 or better GPA or 45 hours with previous law enforcement experience or prior military experience. Cadets within six months of their 21st birthday and who have obtained

Effective Date	August 1993
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* G. All cadet assignments will be made by the Personnel/Recruiting Sergeant, with approval of the Professional Standards Division Lieutenant, based on review of the job outlines and descriptions.

H. Cadets may ride as an observer during off-duty hours with the approval of their supervising Lieutenant. Applicable guidelines are outlined in the Civilian Observer General Order (Chapter 10 Section 12).

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Effective Date	August 1993
Revision Date	12/2020
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Affects: Sworn Personnel	

Chapter 5 Section 2
Tactical Unit

I. STATEMENT OF PURPOSE

This order is intended to establish guidelines for the deployment of personnel assigned to the Tactical Unit, encompassing the SWAT Team, Crisis/Hostage Negotiation Team, and Bomb Unit. The primary objective of this specially trained and equipped Unit is to resolve high-risk situations in order to safeguard the lives of citizens and fellow law enforcement officials.

II. SUPERVISION

A. Chain of Command

1. Tactical Unit

a. Tactical Unit Commander

* b. Tactical Team Leaders

c. Assistant Team Leaders

d. Designated Team Member

* 2. Tactical Command Staff is comprised of the Tactical Unit Commander, the SWAT Team Leaders, and the Assistant Team Leaders

B. Tactical Unit Commander

1. Responsible for the overall management of the Tactical Unit and reports directly to the designated Deputy Chief.

2. Supervises all supervisors within the structure of the Tactical Unit.

3. Coordinates tactical operations through cooperation and communication with the on-scene commander during a crisis situation.

4. Coordinates with and supervises the Crisis/Hostage Negotiation Team during a crisis situation.

5. The Unit Commander or his designee ensures that team members are properly trained and equipped for tactical operations. Operational plans, procedures, and equipment are reviewed annually and modified as needed. (CALEA 33.6.2)

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Chapter 5 Section 2 Tactical Unit	

* 6. Ensures that all tactical team members and supervisors meet required standards of physical fitness and tactical competency.

7. Ensures that plans for tactical unit mobilization are current and that the communications center maintains an updated roster of Tactical personnel complete with addresses and phone numbers.

8. Removal from the SWAT Team is solely within the discretion of the SWAT Commander.

C. SWAT Team Leader(s)

1. Assists the Tactical Unit Commander in assigned duties and assumes control of the SWAT Team in the absence of the Tactical Unit Commander.

2. Provides line supervision to the assigned team members at the direction of the Tactical Unit Commander.

3. Ensures that all team members are properly equipped and briefed on assignments during tactical operations.

4. Conducts monthly inspections of personnel, equipment, and vehicles.

* 5. Ensures that all tactical team members and supervisors, to include the Tactical Unit Commander, meet required standards of physical fitness and tactical competency.

D. SWAT Team Members

Officers who are assigned to the tactical unit serve in such capacities as an additional duty, over and above their regular assignments. Team members resume the duties of their normal assignments when not actively involved in a tactical assignment, operation, or training.

III. SELECTION CRITERIA FOR TACTICAL UNIT MEMBERS (CALEA 46.2.2)

A. SWAT Team

1. SWAT Team selections are made as vacancies exist. The notification for selection is distributed department-wide by the Personnel Sergeant at least two weeks prior to the selection process.

2. Assignment to the SWAT Team is voluntary and open to all officers that meet and comply with the following criteria and requirements:

   a. Submission of a resume citing experience and training. Plus letters of recommendation from a Sergeant and a Lieutenant who have supervised you within the last two years. These letters must address what specific characteristics, strengths, and abilities that the supervisor feels would make you a good candidate for this Tactical Unit position.

   b. Minimum of two years experience as determined by date of commission with the Midland Police Department.

   c. Selection will be made through the Administrative Review policy.

   d. Applicants' background review must show suitability for tactical assignments and an aptitude to function as a team member.

   e. Be in excellent physical condition. Applicants, as well as members, are required to score 50% or above in all categories on the Department Physical Fitness Assessment test. In addition, applicants and team members are required to successfully complete, semiannually, a series of marksmanship, physical conditioning and obstacle course tests as approved by the Tactical Team Coordinator. Applicants, as well as members, are required to be non-smokers.

   f. Applicants must exhibit firearms proficiency with a Department approved semi-automatic pistol. A qualifying score of 85% or better on the previous two department quarterly qualifications courses is required, absent remedial training and testing.

   g. Applicants meeting the above requirements are eligible to participate in the Tactical Unit Tryouts that shall include, but is not limited to: obstacle course, shooting exercises, job specific tasks and appear before an oral interview board convened by the Tactical Unit Commander.

h. The Personnel Sergeant submits a list of qualified applicants, based upon the above selection criteria, to the Tactical Unit Commander, designated Deputy Chief, and Chief of Police for final selection. Qualified applicants are placed on an eligibility list effective for one year.

* i. Once selected to the SWAT Team, applicants must complete and pass a TCOLE Basic SWAT Training School scheduled by their SWAT Team Leader. Sniper/Observer Element members must complete an approved Precision Rifle Training course scheduled by the Sniper Team Leader, with recommendation from the Sniper/Observer Element Leader. (CALEA 33.6.2)

j. Sniper/Observer Element selections are made as vacancies exist and are open exclusively to past and current Entry Element Members possessing a minimum of one-year experience and past Entry Element Members in good standing.

k. All SWAT Team members are evaluated on a continuing basis and may be removed for cause by the Tactical Unit Commander, with recommendations from the Tactical Unit Command Staff (SWAT Team Leaders, and/or their designees). Actions deemed unlawful, unprofessional, or that bring discredit to the Tactical Unit constitute grounds for immediate removal.

B. SWAT Team Supervisors

1. The Tactical Unit Commander will be selected by the Chief of Police.

*

2. The SWAT Team Leaders will be selected by the Tactical Unit Commander with recommendation from the Tactical Unit Supervisors.

3. All SWAT Team Supervisors will meet or exceed the Department's physical fitness standards.

4. Due to the unique nature of the Tactical Unit mission, it is imperative that only the most qualified personnel be assigned to supervisory positions. For this reason, individuals are placed in supervisory roles based on tenure with the SWAT Team, and capabilities, regardless of Department rank.

C. Crisis/Hostage Negotiation Team (CALEA 46.2.4)

1. Crisis/Hostage Negotiation Team selections are made as vacancies exist. The notification for selection is distributed department-wide by the Personnel Sergeant at least two weeks prior to the selection process.

2. Assignment to the Crisis/Hostage Negotiation Team is voluntary and open to all officers that meet and comply with the following criteria and requirements:

    a. Submission of a resume citing experience and training plus letters of recommendation from a Sergeant and a Lieutenant who have supervised you within the last two years. These letters must address what specific characteristics, strengths, and abilities that the supervisor feels would make you a good candidate for this Tactical Unit position.

    b. Minimum of one year of law enforcement experience with Midland Police Department.

    c. Selection is made through the Administrative Review policy.

    d. Applicants' background review must show an aptitude to function as a team member, suitability for tactical assignments, and possess good verbal skills and problem-solving abilities.

    e. Applicants meeting the above requirements are eligible to appear before an oral interview board convened by the Personnel Sergeant.

    f. A list of qualified applicants, based upon the above selection criteria, is submitted to the Tactical Unit Commander, the designated Deputy Chief and the Chief of Police by the Personnel Sergeant for final selection. Qualified applicants not selected to the team are placed on an eligibility list effective for one year.

    g. Once selected to the Crisis/Hostage Negotiation Team, members must complete and pass a FBI Hostage Negotiation School or equivalent as selected by the Tactical Unit Commander or the designated Crisis/Hostage Negotiation Team Leader. (CALEA 33.6.2)

    h. All Crisis/Hostage Negotiation Team members are evaluated on a continuing basis and may be removed for cause by the Tactical Unit Commander, with recommendation from the Team Leader.

D. Bomb Unit

1. Bomb Unit selections are made as vacancies exist. The notification for selection is distributed department-wide by the Personnel Sergeant at least two weeks prior to the selection process.

2. Assignment to the Bomb Unit is voluntary and open to all officers that meet and comply with the following criteria and requirements:

   a. Submission of a resume citing experience and training. A letter of recommendation from a Sergeant and a Lieutenant who have supervised you within the last two years is required. These letters must address what specific characteristics, strengths, and abilities that the supervisor feels would make you a good candidate for this Tactical Unit position.

   b. A minimum of three years experience as determined by date of commission with the Midland Police Department. Prior experience can be a factor in substituting year requirement with MPD once the officer has completed their 1 year probation based on Command Staff approval.

   c. Selection will be made utilizing the FBI STB 2013-1 “Guide for Selecting Bomb Squad Personnel”.

   d. Applicants’ background review must show suitability for tactical assignments and an aptitude to function as a team member.

   e. Be in excellent physical condition. Applicants, as well as members, are required to score 50% or above in all categories on the Department Physical Fitness Assessment test. In addition, applicants and team members are required to successfully complete, semiannually, a series of physical ability tests as approved by the Bomb Squad Commander. Applicants, as well as members, are required to be non-smokers.

   f. Applicants must exhibit firearms proficiency with a Department approved semi-automatic pistol. A qualifying score of 85% or better on the previous two department quarterly qualifications courses is required, absent remedial training and testing.

g. Applicants meeting the above requirements are eligible to participate in the Bomb Unit Tryouts that shall include, but is not limited to: obstacle courses, shooting exercises, job specific tasks, written tests, and appear before an oral interview board convened by the Bomb Unit Commander.

h. The Personnel Sergeant submits a list of qualified applicants, based upon the above selection criteria, to the Bomb Unit Commander, designated Deputy Chief, and Chief of Police for final selection. Qualified applicants are placed on an eligibility list effective for one year.

i. Once selected to the Bomb Unit, applicants must complete and pass a TCOLE Basic SWAT Training School scheduled by a SWAT Team Leader. Bomb Unit members must complete the Hazardous Devices Basic Course scheduled by the FBI. (CALEA 33.6.2)

j. All Bomb Unit members are evaluated on a continuing basis and may be removed for cause by the Bomb Unit Commander, with recommendations from the Command Staff. Actions deemed unlawful, unprofessional, or that bring discredit to the Bomb Unit constitute grounds for immediate removal.

3. Bomb Unit Commanders

a. The Bomb Unit Commander is the senior Bomb Tech on the team.

b. The Bomb Unit Commander is the point of contact with Federal Agencies in matters of hazardous devices.

c. The Bomb Unit Commander will meet or exceed the Department's physical fitness standards.

d. Due to the unique nature of the hazardous devices mission, it is imperative that only the most qualified personnel be assigned to supervisory positions. For this reason, individuals are placed in supervisory roles based on tenure with the team, and capabilities, regardless of Department rank.

IV. TACTICAL UNIT TRAINING

A. SWAT Team members who fail to meet the established minimum maintenance standards, either with assigned weapons or physical fitness, shall be suspended from all tactical operations unless or until the standards are met. Members have 30 days to make standards or be removed from the team. If injured, the member has 30 days from the date of the physician's release to meet standards.

* B. Mandatory SWAT training is held semimonthly at a time designed by Tactical Command Staff.

C. Sniper/Observer Element members are allotted 4 additional hours monthly to practice individually. The additional four hours duty time for individual practice is scheduled by the member's immediate supervisor.

* D. Combined mandatory training for all Tactical Unit Teams is held annually for one week as scheduled by the Tactical Command Staff.

V. TACTICAL UNIT DUTIES (46.2.1.b)

A. Tactical Unit members may be utilized in various capacities that include, but are not limited to the following:

1. Perimeter security
2. Building entry and suspect apprehension
3. Negotiations with hostage-takers and barricaded subjects
4. Hostage rescue
5. Team security
6. Apprehension of armed and/or dangerous persons
7. Execution of search/arrest warrants
8. Delivery of special purpose munitions
9. Dignitary protection
10. Coverage of search and rescue missions, emergencies, disasters, and civil disorders

11. Coverage of high-risk narcotics situations

* B. Tactical Unit members are on 24-hour call and may be required to respond to emergency situations during non-duty hours. Members are required to inform respective Team Leaders of all scheduled absences or instances that would render a member unavailable for duty.

VI. TACTICAL EQUIPMENT (CALEA 46.2.3)

A. Tactical Unit members, based upon their assignment, are issued specialized equipment in addition to regularly issued equipment. Each member shall be responsible for the routine maintenance, secure storage, and accessibility of the issued equipment. Supplemental equipment is kept in a secured storage area of the Police Department or in the SWAT Van, under the control of the Tactical Unit Commander or his designee. (CALEA 46.2.2)

B. All Tactical equipment is subject to periodic inspections and shall be inspected monthly by the SWAT Team Leaders pursuant to Line Inspection procedures.

C. Special purpose Tactical weapons utilized by the Tactical Unit are carried and utilized only by team members trained in the use and care of such weapons. (CALEA 46.2.2)

D. Special purpose Tactical munitions are provided as an alternative to the use of deadly force. Special purpose munitions utilized by the Tactical Unit are carried and delivered only by team members trained in the use and delivery of such devices and only under the direction of the Tactical Unit Supervisors. Special purpose munitions includes, but are not limited to: (CALEA 46.2.2)

1. Chemical Agents

2. Diversionary Devices

3. Breaching Munitions

4. Explosive Breaching Material

E. The Tactical Unit is assigned a specially equipped multi-purpose vehicle. The maintenance and upkeep of the vehicle and equipment is the responsibility of the Tactical Unit Supervisors and is subject to periodic inspections pursuant to Department policy on Police Vehicles.

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Chapter 5 Section 2 Tactical Unit	

VII. TACTICAL SITUATIONS (46.2.1.b)

Incidents Requiring Tactical Teams

A. Hostage situations

The holding of any person(s) against his/her will by an armed or potentially armed suspect. To meet the definition the suspect must demonstrated the ability to use violence, threaten the use of violence, or have a history of violence.

B. Barricaded subjects

An isolated suspect that refuses to surrender himself/herself upon the issuance of a lawful order. To include, but not limited to armed or possibly armed subjects that threaten harm to themselves or others. This definition shall include armed or potentially armed subjects threatening suicide.

C. Sniper situations

The firing upon citizens and/or police by an armed suspect, whether stationary or mobile.

D. Terrorist situations

Situations where confirmed or believed Terrorist(s) are operating in a specific incident/area to disrupt order.

E. Execution of search/arrest warrants in hazardous situations

High-Risk Warrant Service: The service of search or arrest warrants where the risk analysis recommends or requires the use of a tactical team.

F. Apprehension of armed and/or dangerous persons: The planned apprehension of a suspect who either by his/her use of violence, weapon or other specific information that deems the apprehension to be High Risk.

G. Search and rescue missions

H. Situations of civil disorder, disaster, or emergencies where an individual or a group poses a danger to themselves or others

I. The MPD Risk Analysis Form will be completed on all other situations not described above that do not necessitate an immediate response/action.

VIII. TACTICAL SITUATION PROCEDURES (CALEA 46.2.1.a, c)

A. Upon receipt of information that an emergency situation exists possibly requiring a tactical response, the following initial actions shall be taken.

1. Responsibilities of Communications Personnel:

a. Dispatch an officer and a supervisor, unless already on the scene.

b. At the request of a Supervisor or Situation Commander, notify the Tactical Unit Commander or his designee. The Chain of Command notification is to be made as soon as possible.

c. Maintain a log of all activities and information regarding the incident.

d. Designate a radio channel for use by involved personnel and restrict communication on that channel.

e. Notify the Communications Supervisor of the incident. If a mobile command post is established, Communications shall supply a dispatcher to coordinate communications at the scene.

f. Notify local law enforcement agencies and fire department personnel upon confirmation of a tactical situation. Communications, at the direction of the Tactical Unit Commander, may request assistance from outside agencies.

2. Responsibilities of the First Officer on the Scene:

a. Determine the nature of the situation

b. Relay information to Communications as necessary

c. Secure the incident scene and any available witness

d. Provide supervisors with an assessment of the situation and estimate of support personnel

3. Responsibilities of the First Supervisor on the Scene:

a. Evaluate the situation and modify or affirm support requirements.

b. Direct responding units to a command location or briefing area.

c. Ensure that notification is made to the Tactical Unit Commander or his designee for an immediate response. Advise the Division Commander and Duty Chief of the situation.

d. Ensure that the scene is secure and establish an outer perimeter.

e. Attempt to establish a line of communication with the involved person(s) and resolve the situation if feasible.

f. Assume the position of Situation Commander until the arrival of the Division Commander or Duty Chief.

4. Responsibilities of Support Personnel:

a. Notify Communications of their on-scene presence and location. Unassigned units shall remain clear of the scene.

b. Refrain from unnecessary radio traffic.

c. Terminate the use of emergency lights/siren at a reasonable distance from the incident scene.

d. Upon arrival at the scene, change to the assigned radio channel.

e. Report to the Command Post for specific instructions.

f. Execute containment procedures, and evacuate injured persons, residents, bystanders, or other persons where necessary for public safety, prior to the arrival of the Tactical Team.

g. Only engage in a Tactical assault upon authorization of the Situation Commander and/or when imminent life-threatening conditions exist.

B. Command Operations

1. Responsibilities of the Situation Commander:

a. Evaluate initial reports and attempt to establish communication with the involved subject, if dictated by the situation.

b. Upon confirming that a situation exists requiring Tactical Unit response, notify or have Communications alert the Tactical Unit Commander or his designee.

c. Maintain command until the Tactical Unit Commander can be briefed and assumes responsibility of the scene.

d. Coordinate activities with the Tactical Unit Commander.

e. Notify the Public Information Officer and provide a secure area, away from the situation, for the media. In the absence of the Public Information Officer, the Situation Commander acts as or appoints an officer to this position. The Commander updates the Public Information Officer as often as possible to prevent rumors or misinformation from being released.

f. Supervise support personnel and outer perimeter personnel to ensure that the outer perimeter is secure and to provide traffic/crowd control as needed.

g. Provide for relief personnel, supplies, and food and drink as needed to outer perimeter officers.

2. Responsibilities of the Tactical Unit Commander:

a. Upon notification of a situation requiring a tactical response advise communications to mobilize the necessary teams and team members.

b. If the situation requires the Crisis/Hostage Negotiation Team, provide for a mobile or fixed facility for Hostage Negotiators and establish Communications with the involved subjects if not previously initiated.

c. Initiate intelligence-gathering activities concerning the scene and all involved parties and evaluate the information.

* d. Coordinate action and assault plans with all SWAT Team Leaders and the Crisis/Hostage Negotiation Team Leader.

* e. Ensure that all relevant information related to the operation is disseminated to SWAT Team Leaders

f. Provide for notification of ambulance, fire, rescue or surveillance equipment as needed.

g. Coordinate all activities with the Situation Commander, Communications Supervisor, and Duty Chief.

h. Communicate with the Situation Commander and all involved outer/inner perimeter personnel prior to a Tactical Assault.

i. Provide for relief personnel, supplies, and food/drink as needed for all involved officers as well as for negotiations and trading purposes.

3. Responsibilities of the SWAT Team Leaders

a. Direct responding Tactical Team Members for immediate deployment.

b. Initiate emergency assault procedures (planning, personnel placement, and protocol).

c. Provide updated situation reports to the Tactical Unit Commander.

d. Assume the role of Tactical Unit Commander in his absence.

* e. Communicate with the Tactical Unit Commander and all inner perimeter personnel prior to a tactical assault.

4. Responsibilities of the Assistant Team Leaders:

a. Account for respective Team/Element members.

b. Ensure that all required equipment is on scene and prepared for deployment.

c. Ensure that all equipment utilized during the operation is accounted for and recovered prior to exit.

d. Assume the responsibilities of their respective Tactical Team Leader in his absence.

5. Responsibilities of the SWAT Team Member:

a. Upon notification of the Tactical Unit callout, members are to respond immediately to the designated staging location, command post or scene – as determined by the Tactical Unit Command Staff.

b. If unable to respond, members are required to immediately notify their respective Team Leader or his designee.

c. Serve in whatever capacity required by the SWAT Team Leaders or the Tactical Unit Commander.

d. Assume the responsibilities of the SWAT Team Leader(s) in his absence.

6. Responsibilities of the Crisis/Hostage Negotiation Team

a. Upon notification that a negotiation situation exists, the Team Leader and members are to respond to the scene and report to the Tactical Unit Commander at the Command Post or designated location.

b. The designated team members initiate efforts to establish communications with the involved subject(s).

c. There should be at least two team members present during negotiations, with the non-negotiator maintaining a written log and gathering intelligence.

d. The Team Leader secures audio and video recording equipment, if available, to provide further documentation of the situation.

e. The Negotiator shall refrain from making promises that cannot be kept, without approval of the Tactical Unit Commander.

f. All items are negotiable except weapons, illicit drugs, and exchanges of persons for hostages.

* g. The Hostage Team Leader is to keep the Tactical Unit Commander advised of all phases of the negotiations and coordinates the actions of the Crisis/Hostage Negotiation Team with the Tactical Unit Commander. The Team Leader is responsible for securing the Crisis/Hostage Negotiator from undue influence or interference from any person regardless of rank.

h. In a prolonged negotiation situation, the Team Leader establishes work and relief schedules to ensure negotiation services for the duration of the situation.

i. Upon completion of the incident, the Crisis/Hostage Team Leader or his/her designee will provide a complete report detailing the Team's activities throughout the incident, as well as areas of concern or requiring improvement, to the Tactical Unit Commander.

IX. ASSAULT AND RESCUE PROCEDURES

A. Emergency Tactical Assaults shall be initiated upon the specific authorization of the ranking on-scene SWAT Team Supervisor in collaboration with the Situation Commander, prior to the arrival of the Tactical Unit Commander unless circumstances require an immediate response to safeguard life. Commanders shall secure authorization of the Chief/Deputy Chief/Duty Chief prior to a tactical assault, whenever practical.

B. Prior to the assault and rescue, Team Leaders shall be briefed and prepare their respective teams for the operation.

* C. At the direction of the Tactical Unit Commander, his designated Tactical Team Leader assumes command of Field Operations for the assault and rescue phase.

D. The assault and rescue phase of emergency situations shall not be executed by police personnel outside the jurisdictional boundaries of the City of Midland, unless specifically authorized by the Chief/Deputy Chief/Duty Chief.

X. REPORTING PROCEDURES

A. Upon completion of any operation requiring a Tactical Unit response, all relevant reports will be submitted according to General Orders and Standard Operating Procedure to the Training Division Coordinator, with copies maintained by the Tactical Unit Commander.

B. The Tactical Unit Commander or designated Tactical Operation Supervisor files a consolidated report of the activities of their respective teams which consists of the following:

1. All reports relating to the incident

2. Copies of written logs relating to the incident

3. Photographs of the incident scene, if available

4. Diagram of the incident scene

5. Critique of operational tactics

6. Any suggestions for correction of operational errors or procedural deficiencies

D. Information pertaining to the crisis situation shall not be released to the media or any private or public agency except by the Chief or his designee.

E. If deadly force is utilized, the incident shall be investigated by the Shooting/Injury Team and critiqued by the Administrative Review Board pursuant to policy.

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Standard Operating Procedure **Tactical Unit/SWAT Assessments**	

I. STATEMENT OF PURPOSE

To establish protocols and guidelines assigned to MPD Tactical Unit / SWAT Team physical fitness and firearms proficiency assessments.

II. PROTOCOLS

* MPD Tactical Unit / SWAT Team members are required to successfully complete SWAT – specific physical fitness assessments semi-annually and firearms proficiency assessments ~~quarterly~~ semi-annually. These assessments are in addition to standardized tests and qualifications required of all MPD personnel. (CALEA 46.2.2)

A. Physical Fitness Capability Assessments (PFC):

* ~~1. SWAT PFC assessments will be conducted semi-annually and consist of a **SWAT Operator Specific** battery of tests encompassing evolutions unique to the Team's requirements. These tests will be administered, as well as successfully completed, by SWAT Staff personnel – all members are required to obtain a **70% pass** rate on the battery of tests.~~

1. Physical Fitness Capability Assessments will be determined by the SWAT Commander prior to assessment.

2. It is the responsibility of the SWAT Commander to determine and distribute all standards regarding the chosen assessments.

~~* a. The SWAT PFC, aka "Operator Ugly", is comprised of ten events. Six of the ten events are weighted. Scoring is calculated based on the number of repetitions completed per event. The maximum number of repetitions per event is ten. The weighted events will be scaled or adjusted for male and female team members. The events are as follows:~~

~~(1) Bench Press (male 190 lbs, female 100 lbs)~~

~~(2) Front Squats (male 190 lbs, female 120 lbs)~~

~~(3) Deadlift (male 190 lbs, female 120 lbs)~~

~~(4) Push Press (male 135 lbs, female 100 lbs)~~

~~(5) Get-ups (male 53 lb kettlebell, female 35 lb kettlebell)~~

~~(6) Sled Push (male 100 lbs, female 55 lbs)~~

~~(7) Row – 20 calorie row: *no adjustments*~~

~~(8) Weighted Step-Up (TAC vest): *no adjustments*~~

~~(9) Weighted Sprints (TAC vest): *no adjustments*~~

~~(10) Weighted Pull-ups (TAC vest): *no adjustments*~~

~~1.~~ ~~The SWAT PFC will be conducted **in addition to the standard MPD Physical Fitness Assessment.** Established testing procedures and options available to Department personnel are afforded to SWAT Team members. **Annual status afforded on the standard MPD Physical Fitness Assessment does not apply to the SWAT PFC**.~~

2. It is the **responsibility of individual operators to coordinate and complete the standard MPD Physical Fitness Assessment on their own time**.

B. Firearms Proficiency Assessments (FP):

1. SWAT Firearms Proficiency Assessments can be conducted in conjunction with the SWAT PFC and consist of the following:

   a. CSAT Tactical Pistol Course

   b. CSAT Tactical Rifle Course

   c. Any course approved by the SWAT Commander

* 2. Team members will be afforded two, consecutive attempts at each CSAT course of fire – each course requiring a **60% pass** rate for successful completion. If 60% is not reached within the allotted two attempts, operators will be placed on **"Inactive"** status until the passing score is obtained.

3. Courses other than CSAT courses will require a "Pass/Fail" or percentage completion based on the selected course.

4. SWAT Firearms Proficiency Assessments will be conducted in addition to MPD Firearms Qualification courses. Team members are required to successfully complete scheduled MPD Firearms Qualification Course at a 90% pass rate.

III. GUIDELINES

A. Procedures: (CALEA 46.2.2)

* 1. All assessments (PFC / FP) are to be conducted as a Team during predetermined practice dates/times. The PFC and FP will be administered by SWAT Command Staff personnel *(Commander, Team Leaders, and Assistant Team Leaders)*.

2. Members unable to attend evaluation sessions due to approved absences will arrange to complete assessments with their respective Team Leaders.

3. Make-up assessments will be conducted in the presence of at least one member of the SWAT Command Staff within 30 days of the missed assessment date. Medical exemptions will be addressed in accordance with General Orders, Ch. 3/Sec. 11/Sub. VI.

4. Failed assessments must be successfully completed within 30 days of the failure and administered by at least two (2) members of the SWAT Command Staff. Prior to successful completion, members will be placed on "**Inactive**" status and prohibited from responding to callouts.

5. Members who are unable to successfully complete a failed assessment within the required 30-day period will be removed from the Team.

6. Members shall pass two (2) assessments during scheduled training and evaluation sessions during a calendar year or will be removed from the SWAT Team, regardless of successful interim attempts.

7. Members removed from the Team as a result of assessment failures will be permitted to tryout one year (12 months) from the date of removal, provided all other qualification requirements are met OR Members may also be permitted to operate the SWAT Bear Cat (Armored Vehicle) for a period of 6 Months, complete qualification requirements after 6 Month Period, at which point the team will determine and evaluate if the Team Member may return to Active Status.

8. New members that make the team will be held accountable for passing the standard the calendar year after they make the team. The new team members will be listed as "inactive" until they pass the standard.

I. STATEMENT OF PURPOSE

At times officers are required to respond to animal calls. This General Order is intended to provide guidelines to officers to aid in the correct response to such calls.

II. ANIMAL CONTROL CALLS

A. Officers are dispatched to or to assist the City of Midland Animal Control Officer when requested regarding an animal call or possible animal cruelty under TXPC 42.092.

B. During the initial investigation if is determined that a criminal offense has occurred or is occurring the responding officer will complete a police report for the appropriate offense.

C. If there are multiple witnesses and interviews need to be conducted, upon supervisory approval, a detective may be called out.

III. CRUELTY SPECIFIC CALLS AND SEIZURES

A. On an animal control call or check animal/s call, where Animal Control is not initially dispatched, officers will respond. If necessary, an officer from the City of Midland Animal Control notified by Communications at officer's request. If officers deem an animal cruelty case is warranted and the call is a minor citable infraction- the call will be turned over to animal control.

B. If a peace officer or an officer from Animal Control for the City of Midland, Texas has reason to believe that an animal/s has been or is being cruelly treated, under Texas Penal Code 42.092 the officer may apply to a Municipal Judge in the Municipal Court of the City of Midland, TX, for a warrant to seize the animal/s.

C. On a showing of probable cause to believe that the animal/s has been or is being cruelly treated, under Texas Penal Code 42.092 and after presenting the affidavit to the Municipal Judge shall issue the warrant and said officer shall serve the warrant to seize the cruelty treated animal from the premises. *[the magistrate shall issue the warrant and set a time within 10 calendar days of the date of issuance for a hearing in the municipal court to determine whether the animal has been cruelly treated HSC 821.01(b)].*

D. A thorough initial investigation will be completed by the officer including gathering evidence for the case such as photos and other documentation as in any standard investigation. The signed warrant gives the officer authority to check the property, gather evidence, photograph and seize any other animal/s that are on the property.

E. The officer executing the warrant shall cause the animal/s to be impounded at the City of Midland Animal Shelter by turning the animal/s over to an Animal Control Officer, and will give written notice to the owner, the time and place of the hearing, if provided by the Municipal Judge. If not, municipal court will make the court notification.

IV. EXIGENT CIRCUMSTANCES

A. If an animal/s is in danger and seizure is imperative the officer shall notify the Animal Control Officer to seize the animal/s for medical attention or for inclement weather where the officer cannot contact the owner and relief is not likely. Before the end of tour on the same day the officer shall obtain a seizure warrant for the animal/s and serve the seizure warrant.

B. In the event Officers conduct an on-view arrest, the animal(s) involved should be seized and turned over to an animal control officer. If the animal control officer is not able to complete a seizure warrant, then the arresting officer will do so after the arrest and booking process is completed. The officer should complete the warrant application as soon as is practicable and before the officer's current shift ends. Any warrant application completed under this section should serve the warrant at the Central Detention Center.

C. Notification to Municipal Court should be made of the case/arrest so a Notice of Hearing can be sent to the defendant for disposition of seized animal/s.

V. MANAGEMENT OF BITING ANIMALS

A. The following information is a short overview of rabies protocol in the State of Texas:

1. Domestic Animals: A healthy pet dog, cat or ferret that bites a person should be quarantined in a Texas Department of Health approved facility and observed for 10 days. Any illness in the animal should be reported immediately and the animal should be humanely killed in a manner that preserves the head in an undamaged state. Any un-owned or unwanted dog, cat or ferret that bites a person may be killed and the head submitted for rabies examination. No quarantine period will be recommended in such cases.

2. Wild Animals: Signs of rabies in a wild animal cannot be interpreted reliably: therefore, any HIGH-RISK animal that bites or scratches a person should be killed at once and the brain submitted for examination for rabies. HIGH-RISK Animals Include: Bats, skunks, foxes, raccoons, and coyotes.

3. Low Risk Animals: Any low-risk animal must be submitted on a case-by case basis. ALWAYS CALL THE TEXAS DEPARTMENT OF HEALTH before submitting a low-risk animal for rabies testing. It is very rare for a low risk animal to spread rabies to another animal or human. Most low-risk animals are considered dinner to most high-risk animals and cannot survive an attack. LOW-RISK Animals include mice, squirrels, rabbits, armadillos, prairie dogs, gophers, rats, nutria, opossums, shrews, and beavers.

4. ANY PERSON THAT IS BITTEN OR SCRATCHED BY A HIGH-RISK ANIMAL OR DOMESTIC DOG, CAT OR FERRET WHICH IS NOT AVAILABLE FOR RABIES TESTING SHOULD BE REGARDED AS HAVING BEEN EXPOSED TO A RABID ANIMAL.

VI. HANDLING OF HIGH-RISK ANIMALS

Always make a call to Midland Animal Control to report sightings or human exposures. In a few cases, officers may be required to catch, trap or enclose animals if safe to do so until animal control officers arrive at the scene.

VII. BATS AND HUMAN EXPOSURE

A. It is important to somehow capture the bat in the safest manner. For example, a small box or if in an enclosed room by just closing the door.

B. Rabies is spread by bites and scratches with the virus present only in saliva, not blood, urine, feces or vomitus.

VII. OTHER ANIMALS AND HUMAN EXPOSURE

A. Since most other high-risk animals in this group are carnivores, officers will not be able to capture the animal and it is not worth risking two or more people being bitten. Most officers do not have pre-exposure vaccinations and should not attempt to handle any high-risk animals without some type of protection.

B. Contact can be made with Midland Animal Control and/or the Texas Department of Health Zoonosis Control Division through the Communications Center.

ATTACHMENT 24

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

Without standardized training, the FTO is evaluating his PPO not only on the PPO's failings, but on the training deficiencies of previous FTO's as well. Exposure must take place before evaluation, and that exposure must be in uniform if the evaluation is to be valid.

IV. REMOVAL AND REINSTATEMENT

A. An FTO or FTS will be removed or suspended from the Field Training and Evaluation program in the following ways:

1. Removal due to disciplinary actions (written reprimand and above, as a result of violations regarding their ability to supervise and train probationary police officers. These violations will be determined by the Chief of Police).

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

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1. Removal due to disciplinary actions (written reprimand and above, as a result of violations regarding their ability to supervise and train probationary police officers. These violations will be updated or amended by the Chief of Police).

V. DUTIES AND RESPONSIBILITIES

A. Duties and Responsibilities of the Probationary Police Officer

1. The P.P.O. is expected to enter the Field Training Program with certain knowledge and skills that are required by the Training Academy for graduation. The officer should understand that the broad background of knowledge needed by the effective beat officer cannot be gained entirely on the job or in the academy. Further, in addition to the instruction that

V. DUTIES AND RESPONSIBILITIES

A. Duties and Responsibilities of the Probationary Police Officer

1. The PPO is expected to enter the Field Training Program with certain knowledge and skills that are required by the Training Academy for graduation. The officer should understand that the broad background of knowledge needed by the effective beat officer cannot be gained entirely on the job or in the academy. Further, in addition to the instruction that

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

the P.P.O. will receive from the field training officer, he/she will be required to do home studying. The P.P.O. checklist and reading list, which will be supplied by the F.T.O. as needed, will be the guide to home study.

2. Throughout the seventeen-week program, or if eligible for the accelerated program, each P.P.O. will be involved in a student/teacher relationship with the training officer. The P.P.O. is not a partner in a two-man unit.

3. This program is intended to give the new officer instruction, direction, supervision, guidance and experience so that he/she may develop judgment, efficiency and good habits of conduct and appearance.

4. This program serves as an evaluation of both the officer and the curricula of the Training Academy. It also serves to help determine if the P.P.O. has all the requisites and/or experience to become a permanent member of the Department. The standard program is divided into five phases. Each phase is approximately 4weeks, excluding Orientation phase and Ghost phase. After completion of two weeks of each phase the P.P.O. will be assigned to a new FTO for the next two weeks of that phase. The P.P.O. will have a FTO for one week then change to another FTO in phase 5 or "Ghost" phase

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

the PPO will receive from the field training officer, he/she will be required to do home studying. The P.P.O. checklist and reading list, which will be supplied by the FTO as needed, will be the guide to home study.

2. In the program, whether it be full or accelerated, each PPO will be involved in a student/teacher relationship with the training officer. The PPO is not a partner in a two-man unit.

3. This program is intended to give the new officer instruction, direction, supervision, guidance and experience so that he/she may develop judgment, efficiency and good habits of conduct and appearance.

4. This program serves as an evaluation of both the officer and the curricula of the Training Academy. It also serves to help determine if the PPO has all the requisites and/or experience to become a permanent member of the Department. The standard program is divided into five phases. Each phase is approximately 4-6 weeks, excluding Orientation phase and Ghose phase. A PPO should train with two FTO's in each phase. If a PPO is a candidate for the accelerated program, a PPO's time in each phase may be reduced by half.

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

7. At the end of each week the P.P.O. shall critique his/her training officer. It is the belief of this Department that a training officer who is truly interested in doing his/her best will welcome this feedback. With this in mind, the PPO is encouraged to honestly appraise and evaluate the training officer. Training officers will not receive these evaluations until the end of the FTO Program. The feedback to the training officer will be verbal, and the identity of the evaluator will not be revealed. The phase evaluation form and the evaluation of the training officer will be sent directly to the Field Training Coordinator.

8. It is the duty of each PPO to participate in a physical fitness assessment in order to graduate the FTO Program. PPO's shall pass at least 1 of the 3 physical fitness assessments authorized by the Physical Fitness Assessments SOP.

B. Duties and Responsibilities of the Field Training Officer (FTO)

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

will not receive these evaluations until the end of the FTO Program. The feedback to the FTO will be verbal, and the identity of the evaluator will not be revealed. Any forms used or feedback given in the evaluation of an FTO will be given directly to the Field Training Coordinator.

8. It is the duty of each PPO to participate in a physical fitness assessment in order to graduate the FTO Program. PPO's shall pass at least 1 of the 3 physical fitness assessments authorized by the Physical Fitness Assessments SOP.

B. Duties and Responsibilities of the Field Training Officer (FTO)

1. The Field Training Officer is the essential means by which the goal of the program is achieved, specifically, the production of a police officer able to work a solo assignment in a safe, skilful, productive and professional manner.

2. Throughout the seventeen-week program, or if eligible for the accelerated program, each P.P.O. will be involved in a student/teacher relationship with the training officer. The P.P.O. is not a partner in a two-man unit.

3. This program is intended to give the new officer instruction, direction, supervision, guidance and experience so that he/she may develop judgment, efficiency and good habits of conduct and appearance.

4. This program serves as an evaluation of both the officer and the curricula of the Training Academy. It also serves to help determine if the P.P.O. has all the requisites and/or experience to become a permanent member of the Department. The standard program is divided into five phases. Each phase is approximately 4weeks, excluding Orientation phase and Ghost phase. After completion of two weeks of each phase the P.P.O. will be assigned to a new FTO for the next two weeks of that phase. The P.P.O. will have a FTO for one week then change to another FTO in phase 5 or "Ghost" phase for the second and final week. For the accelerated program, there are still five phases, but each phase is two weeks in duration.

* 5. The Field Training Online (F.T.O.) system was established to show those items that must be mastered before an officer trainee is considered qualified to enter the field as a one-officer unit. The F.T.O. system will be maintained at all times by the FTC and on the F.T.O. website secured by a personal password. The Daily Observation Report (DOR) will be inspected and filled in by the FTO as training occurs on F.T.O. program. Anyone in the Field Training Program chain of command may inspect the PPO's DOR at any time. It is the responsibility of the PPO to read and understand his/her daily observation reports (DOR), and acknowledge that on F.T.O. All documentation shall be done at the end of each workday.

6. Each P.P.O. should feel free to talk to any FTO, FTS or the Field Training Coordinator at any time that he/she feels the need for advice or needs to discuss a personal or professional problem.

2. In the program, whether it be full or accelerated, each PPO will be involved in a student/teacher relationship with the training officer. The PPO is not a partner in a two-man unit.

3. This program is intended to give the new officer instruction, direction, supervision, guidance and experience so that he/she may develop judgment, efficiency and good habits of conduct and appearance.

4. This program serves as an evaluation of both the officer and the curricula of the Training Academy. It also serves to help determine if the PPO has all the requisites and/or experience to become a permanent member of the Department. The standard program is divided into five phases. Each phase is approximately 4-6 weeks, excluding Orientation phase and Ghose phase. A PPO should train with two FTO's in each phase. If a PPO is a candidate for the accelerated program, a PPO's time in each phase may be reduced by half.

* 5. The Field Training Online system was established to show those items that must be mastered before an officer trainee is considered qualified to enter the field as a one-officer unit. The FTO. system will be maintained at all times by the FTC and on the FTO website secured by a personal password. The Daily Observation Report (DOR) will be inspected and filled in by the FTO as training occurs on FTO program. Anyone in the Field Training Program chain of command may inspect the PPO's DOR at any time. It is the responsibility of the PPO to read and understand his/her daily observation reports (DOR), and acknowledge that on FTO. All documentation shall be done at the end of each workday.

6. Each PPO should feel free to talk to any FTO, FTS or the Field Training Coordinator at any time that he/she feels the need for advice or needs to discuss a personal or professional problem.

7. Throughout the program, PPO's will provide feedback on his or her FTO. It is the belief of this Department that an FTO should welcome this feedback. The PPO is encouraged to honestly appraise and evaluate the FTO. FTO's

Revision Date	01/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	

Standard Operating Procedure Field Training Officer Program

1. The Field Training Coordinator has the responsibility for coordinating the Field Training and Evaluation Program (FT & EP).

2. The FTC maintains all records relating to the PPO's development. The daily evaluations test scores, bi-weekly evaluation session reports, report exemplars and other memorandum pertaining to the PPO's performance are kept in the PPO Development files.

3. The FTC has the responsibility for seeing to it that the FTS, who now has direct supervision of the PPO, completes weekly reports during the continuation of the probationary period. If the FTS detects problems in the PPO's performance, it is his responsibility to direct the FTC's attention to them. Appropriate action shall be taken to correct any deficiencies noted.

Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	

Standard Operating Procedure Field Training Officer Program

2. The FTC will maintain records relating to the PPO's development. These include daily observations reports, End of Phase Evaluations, Checklists, Tests, and/or memorandums.

3. The FTC has the responsibility for seeing to it that the FTS, who now has direct supervision of the PPO, completes weekly reports during the continuation of the probationary period. If the FTS detects problems in the PPO's performance, it is his responsibility to direct the FTC's attention to them. Appropriate action shall be taken to correct any deficiencies noted.

4. The FTC remains responsible for keeping the Field Training Lieutenant informed of the PPO's progress. If it is noted that the PPO is not performing to standards and remedial efforts do not appear to be working the FTC shall gather all memoranda's and other appropriate documentation for

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

g. Have these problems been fully documented?

G. Procedures for Termination of a PPO (Alternative procedure: See Sec. IV. C. 13.)

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

G. Procedures for Termination of a PPO (For End of Program Procedures See Sec. V.D.9.)

5. Phase requirements are solely a guide; increased focus beyond the minimum may be needed and areas may be addressed by alternative training methods (i.e., classroom, scenario, etc.)

VII. ACCELERATED FIELD TRAINING PROGRAM

This Standard Operating Procedure establishes guidelines for training new officers who enter the FTO program with prior experience. The guidelines allow the Department to take advantage of the experience level of officers who are already licensed by establishing a performance-based program allowing a PPO to demonstrate their capabilities and advance through the training phases at a faster rate.

A. Eligibility

1. Must possess a current Texas Peace Officers license as issued by TCLEOSE.

2. The majority of prior experience must have been as a patrol officer or similar function.

B. Assignment

5. Phase requirements are solely a guide; increased focus beyond the minimum may be needed and areas may be addressed by alternative training methods (i.e., classroom, scenario, etc.)

VII. ACCELERATED FIELD TRAINING PROGRAM

This Standard Operating Procedure establishes guidelines for training new officers who enter the FTO program with prior experience. The guidelines allow the Department to take advantage of the experience level of officers who are already licensed by establishing a performance-based program allowing a PPO to demonstrate their capabilities and advance through the training phases at a faster rate.

A. Eligibility

1. Must possess a current Texas Peace Officers license as issued by TCOLE.

2. The majority of prior experience must have been as a patrol officer or similar function.

B. Assignment

Lieutenant for final approval.

C. Procedure

1. Each PPO assigned to the Accelerated Program must attend the following at a minimum:

   a. The full orientation period.

   b. A minimum of two weeks of each regular phase.

   c. The entire Evaluation Phase

D. Progression Through Phases and Completion

1. Each PPO in the Accelerated Program will train with at least two different FTO's in each phase.

2. Before a PPO in the Accelerated Program can progress to the next phase the following conditions must be met:

   a. No failing scores in any category

   b. No demonstrated weaknesses requiring in-phase remedial

3. Progression must be unanimous by the each FTO, each FTS, the FTC and the FTL.

4. On successful completion of all regular phases of training the PPO will be placed in the Evaluation Phase.

E. Remedial and Substandard Performance

1. PPO's in the Accelerated Program may be placed in the regular nonaccelerated program for the following reasons:

Lieutenant for final approval.

C. Procedure

1. Each PPO assigned to the Accelerated Program must attend the following at a minimum:

   a. The full orientation period.

   b. A minimum of half the standard length of each regular phase.

   c. The entire Evaluation Phase

D. Progression Through Phases and Completion

1. Each PPO in the Accelerated Program will train with at least one different FTO's in each phase.

2. Before a PPO in the Accelerated Program can progress to the next phase the following conditions must be met:

   a. No failing scores in any category

   b. No demonstrated weaknesses requiring in-phase remedial

3. Progression must be unanimous by the each FTO, each FTS, the FTC and the FTL.

4. On successful completion of all regular phases of training the PPO will be placed in the Evaluation Phase.

E. Remedial and Substandard Performance

1. PPO's in the Accelerated Program may be placed in the regular nonaccelerated program for the following reasons:

3. On the recommendation of any FTO, FTS, FTC or FTL with accompanying documentation specifying performance problems.

4. If remedial training is required for any reason.

5. At the request of the PPO based on a self-evaluation.

F. Documentation

1. Training documentation for the Accelerated Program will remain the same as for the standard program.

2. A notice in memo form that a PPO has been assigned to the Accelerated Program will be placed in the PPO documentation file.

VIII. EVALUATING THE PPO

A. PPOs will be evaluated on a binary scale; standards are either met or not.

B. PPOs performance will be documented with a written narrative explaining how the PPO met the standard or did not.

C. If nothing was observed that falls within evaluation category, then it will be marked as not observed and no further documentation is necessary.

D. PPOs will be evaluated based on meeting standard of acceptable performance; not to training officer's preference on how an incident should have been resolved.

3. On the recommendation of any FTO, FTS, FTC or FTL with accompanying documentation.

4. If remedial training is required for any reason.

5. At the request of the PPO based on a self-evaluation.

F. Documentation

1. Training documentation for the Accelerated Program will remain the same as for the standard program.

2. A notice in memo form that a PPO has been assigned to the Accelerated Program will be placed in the PPO documentation file.

VIII. EVALUATING THE PPO

A. PPOs will be evaluated on a seven-point scale. Score guidelines & categories are provided in the DOR.

B. PPOs performance will be documented with a written narrative when required. The narrative should contain a detailed description of the PPO's performance in that category.

C. If nothing was observed that falls within evaluation category, then it will be marked as not observed and no further documentation is necessary.

D. PPOs will be evaluated based on meeting standard of acceptable performance; not to training officer's preference on how an incident should have been resolved.

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

The experienced recruit may, in fact, sound and act like a veteran officer. However, the recruit may not be versed in changes within our profession that have occurred in his absence. The FTO must remember that he is the role model and must afford the recruit every opportunity to prove himself but assume nothing of the experienced PPO's current ability.

The FTO must keep in mind at all times that he is training an officer for the purpose of functioning efficiently on solo patrol. No department needs officers so badly that it needs bad officers.

X. EVALUATION PROCESS

A. Evaluation Purposes

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

occasions the experienced recruit may mimic and imitate the FTO's attitudes, mannerisms, language, and may even pass himself off as a seasoned officer.

The experienced recruit may, in fact, sound and act like a veteran officer. However, the recruit may not be versed in changes within our profession that have occurred in his absence. FTO's must remember that they are the role model and must afford the recruit every opportunity to prove himself but assume nothing of the experienced PPO's current ability.

FTO's must keep in mind that they are training an officer for the purpose of functioning efficiently on solo patrol. No department needs officers so badly that it needs bad officers.

X. EVALUATION PROCESS

XI. STANDARDIZED EVALUATION GUIDELINES

* The following "are the categories for evaluation as well as definitions of first day solo capable in each category.

1. Attitude and Appearance

Present a neat and professional image

Show up to work with clean, complete, and serviceable uniforms and equipment

Accept criticism constructively and show an interest in improving themselves.

Show respect to superiors, peers, and the public

Utilize the chain of command.

2. Situational Awareness

Reasonably aware of their location while on duty

below and at the top of every DOR. FTO's should refer to them and evaluate the PPO accordingly.

3. Seven Point Evaluation Scale

1. Unacceptable Performance.
2. Close to a 1 and just a little better than unacceptable.
3. Minimally Acceptable. Noted deficiencies that need improvement
4. The trainee's performance is acceptable for their place in the program.
5. Day-One Solo-Capable. Demonstrated ability to work a solo assignment in a safe, skillful, productive, and professional manner.
6. Superior performance.
7. Commendable performance.

XI. STANDARDIZED EVALUATION GUIDELINES

* The following are the DOR evaluation categories.

1. Knowledge
   a. Department Policy
   b. Texas Penal Code/City Ordinances
   c. Transportation Code

(1) Definition of unacceptable and acceptable of performance for each of the categories.

(2) Standards should be applied to all PPO's regardless of their experience level or other incidental factors.

(3) By strict application of the behavioral definitions contained in the guidelines, the rating of any given recruit performance by one FTO should match that of any other FTO.

(4) With this approach to evaluation, one may be assured that ratings throughout the program are impartial, objective, uniform, and therefore, valid.

B. Standardized Evaluation Guidelines

1. Set of standardized evaluation guidelines will be given to every PPO and will be the standards by which they will be evaluated.

2. PPO will be evaluated against the concept of a first day solo capable officer; not FTOs or tenured officers.

3. Evaluation Standards

a. All conduct and performance that falls below the defined acceptable, first day solo capable standard is documented as having not met the standard.

* b. All conduct and performance that meets or exceeds the standard of acceptable, first day solo capable is documented as having met the standard.

* c. PPOs who are not responding to training, which inherently means they are falling into the "not met the standard" category, will be marked as NRT (not responding to training). Evaluation will reflect deficiencies in applicable category as well as training efforts made and PPOs failure to adapt.

Affects: Sworn Personnel
Standard Operating Procedure Field Training Officer Program

a. Behavioral Anchors (evaluate behavior not the person).

(1) Definition of acceptable performance for each of the categories.

(2) Standards should be applied to all PPO's regardless of their experience level or other incidental factors.

(3) By strict application of the behavioral definitions contained in the guidelines, the rating of any given recruit performance by one FTO should match that of any other FTO.

(4) With this approach to evaluation, one may be assured that ratings throughout the program are impartial, objective, uniform, and therefore, valid.

B. Standardized Evaluation Guidelines

1. Set of standardized evaluation guidelines will be given to every PPO and will be the standards by which they will be evaluated.

2. PPO will be evaluated against the concept of a first day solo-capable officer; not FTOs or tenured officers.

3. Evaluation Standards

a. The Seven Point Scale provides evaluation guidelines on rating a PPO's performance relative to their level of training and a first-day solo-capable officer.

* b. Conduct and performance should be evaluated by the FTO and assigned an appropriate numerical designation supported by written documentation when required.

* c. PPO's who are not responding to training, which inherently means they are falling into the "not met the standard" category, will be marked as NRT (not responding to training). Evaluation must

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

Aware of the locations of other officers and incidents and can orient themselves to them

Good sense of direction

Aware of persons, vehicles, and officers on a scene

Can observe and identify offenses and evidence in plain view

3. Vehicle Operations

Maintain control of vehicle while being aware of activity outside of it

Evaluates driving situation and reacts properly

Demonstrates defensive driving

Does not commit traffic offenses

4. Communication

Copies most radio transmissions directed at him/her

Generally aware of radio traffic in rest of city

Uses proper radio procedures in a clear and concise manner

Effectively communicates with peers and public

Utilizes mobile terminal for routine inquiries and functions

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

d. Arrest Search & Seizure
e. Patrol Procedures & Tactics

2. Frequent Performance Skills
a. Use of Radio & Computer
b. Report Writing
c. Investigation & Communication Skills
d. Mapping & Navigation Skills

3. Critical Performance
a. Field Performance in non-stressful conditions
b. Field Performance in stressful conditions
c. Driving Skills in non-stressful conditions
d. Driving Skills in stressful conditions
e. Officer Safety: Situation Awareness
f. Officer Safety: Persons
g. Officer Safety: Traffic Stops
h. Control of Conflict: Verbal
i. Control of Conflict: Physical
j. Decision Making & Judgement

4. Attitude & Professional Bearing
a. General Appearance
b. Acceptance of Criticism
c. Relationship with the Public
d. Relationship with Department Members
e. Attitude towards Police Work

5. Least Acceptable Performance

6. Most Acceptable Performance

Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

d. Although evaluation categories and guidelines have been written to routinely be relevant to an average patrol officer's work shift they may simply not occur on a given day. FTOs will mark evaluation category as "not observed" if this occurs.

C. Scale Value Application

1. Although subjectivity in evaluations cannot be completely excised it should be mitigated as much as possible. Trainers should keep this in mind and be mindful of their own bias and preferences.

2. The binary scale of not meeting standards or meeting standards was designed to assist trainers in managing their own subjectivity. Rather than having to attempt to assign a numerical score to a performance, which may be believed to be a different score by another trainer, performance simply meets the defined standard or does not.

XI. STANDARDIZED EVALUATION GUIDELINES

* The following "are the categories for evaluation as well as definitions of first day solo capable in each category.

1. Attitude and Appearance

Present a neat and professional image

Show up to work with clean, complete, and serviceable uniforms and equipment

Accept criticism constructively and show an interest in improving themselves.

Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

reflect deficiencies in the applicable category as well as training efforts made and the PPOs failure to respond acceptably.

d. Although evaluation categories and guidelines have been written to routinely be relevant to an average patrol officer's work shift they may simply not occur on a given day. FTOs will mark evaluation category as "not observed" if this occurs.

C. Scale Value Application

1. Although subjectivity in evaluations cannot be completely excised it should be mitigated as much as possible. Trainers should keep this in mind and be mindful of their own bias and preferences.

2. The seven-point scale has definitions assigned to each designation to assist trainers in managing their own subjectivity. These definitions are included below and at the top of every DOR. FTO's should refer to them and evaluate the PPO accordingly.

3. Seven Point Evaluation Scale

1. Unacceptable Performance.
2. Close to a 1 and just a little better than unacceptable.
3. Minimally Acceptable. Noted deficiencies that need improvement
4. The trainee's performance is acceptable for their place in the program.
5. Day-One Solo-Capable. Demonstrated ability to work a solo assignment in a safe, skillful, productive, and professional manner.
6. Superior performance.
7. Commendable performance.

7. Knowledge

Working knowledge of most common policies, procedures, laws, and regulations

Is able to locate and/or relate necessary elements of offense or specifics related to policies and procedures

8. Officer Safety

Follows accepted safety procedures

Recognizes potential danger

Uses appropriate caution

Guidelines. Strengths in specific categories should be listed and explained. Any category receiving a rating of less than 3 (minimum acceptable) MUST have specific documentation. This form must be signed on both sides.

B. Phase Five Daily Evaluation Report Form

Phase Five Week One begins the ghost evaluation portion of the program. The DOR is unchanged from previous phases and the FTO should use the Standardized Evaluation Guidelines. Strengths in specific categories should be listed and explained. Any category receiving a rating of less than 3 (minimum acceptable) MUST have specific documentation.

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

9. Control of Conflict

Speech and demeanor convey authority

Remains reasonably calm during incidents

Utilizes reasonable response to resistance to maintain or gain control

10. Patrol Skills

Observes, recognizes, and identifies suspected criminal activity and takes appropriate action

Effective Date	April 2003
Revision Date	11/2023
Review Date	11/2023
Last Revision Date	04/2023
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

C. Phase Five End of Phase Evaluation

If FTO's in Phase Five disagree concerning the PPO's abilities to be first-day solo-capable, the FTC will extend the evaluation phase by one week. The FTC will assign the PPO to an FTS for final evaluation. The FTS's evaluation will determine if the PPO is first-day solo-capable or not. An FTS who is generally unfamiliar with the PPO will be selected for final evaluation

XIII. REMEDIAL TRAINING

Individuals learn at different rates and with different abilities. When a PPO faces great difficulty in a certain performance category, remedial training is employed to give the trainee additional emphasis to improve unacceptable performance. Under the theory of screening-in participants in the Field Training Program remedial training allows PPO's to

category receiving a rating of less than 3 (minimum acceptable) MUST have specific documentation. This form must be signed on both sides.

B. Phase Five Daily Evaluation Report Form

Phase Five Week One begins the ghost evaluation portion of the program. This form will be used by the evaluator to assign a rating for each of the eleven categories listed. The FTO should use the Standardized Evaluation Guidelines. All observed categories, whether meeting the standard or not, will be supported by a narrative.

Effective Date	April 2003
Revision Date	04/2023
Review Date	04/2023
Last Revision Date	03/2020
Affects: Sworn Personnel	
Standard Operating Procedure Field Training Officer Program	

C. Phase Five End of Phase Evaluation

FTO in evaluation (ghost) phase will complete a weekly report with their opinion of the PPO's capabilities to be first day solo capable. In the event two FTOs do not agree after two weeks of evaluation an FTS will be assigned to PPO to determine PPO's suitability for further employment. All decisions to terminate are ultimately the Chief of Police's decision.

City Council Meeting

Item Number: 23

Meeting Date: March 19, 2024

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY TO THE STATE OF TEXAS AN APPROXIMATE 2.87-ACRE TRACT OF CITY-OWNED LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID CONVEYANCE BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE (DISTRICT 4) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

This Deed will transfer as per the agreement, portions of three City of Midland Right of Way parcels acquired and described in Deeds recorded in the Official Public Records as instrument numbers 2020-35820, 2018-33281, and 2019-21299 totaling 49,633 square feet of land to the Texas Department of Transportation (TxDOT), for construction, relocation, replacement, repair, improvement, operation and maintenance of the road concerning a portion of Highway 158 and Briarwood Ave. Portions are accurately described in the Deed as Exhibits A, B, and C.

Recommended City Council Action:

Approve

Fiscal Impact:

No Fiscal Impact, previously acquired Right of Way as per resolution 2017-202

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Resolution 2017-202 effective January 24, 2017, authorized the City Manager to begin to acquire property for Briarwood Avenue and Highway 158 intersection. These parcels were acquired and recorded as Instrument Numbers 2020-35820, 2018-33281 and 2019-21299.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY TO THE STATE OF TEXAS AN APPROXIMATE 2.87-ACRE TRACT OF CITY-OWNED LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID CONVEYANCE BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE

WHEREAS, the City of Midland owns an approximate 2.87-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (the "Land"), said Land being more fully described in Exhibit "A", which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the State of Texas, acting by and through the Texas Transportation Commission (the "State"), has notified the City that the Land is needed for proposed improvements to State Highway 158; and

WHEREAS, Section 203.055 of the Texas Transportation Code authorizes the City, without advertisement, to convey title to or rights or easements in real property that the State needs for highway purposes; and

WHEREAS, the Council finds it to be in the public interest to convey the Land to the State;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT the City Manager, Deputy City Manager, or an Assistant City Manager is hereby authorized and directed to execute all agreements and documents and take all actions necessary to convey the Land to the State.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Kerry Koehler, Director of Capital Improvement Projects

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT A

County: Midland
Highway: State Highway No. 158 (SH 158)
Limits: AT County Road No. 60
CCSJ: 0463-02-079

RCSJ:0463-02-084
P00071307.001

PROPERTY DESCRIPTION FOR PARCEL 6

BEING a 2.8708 acre (125,053 square foot) tract of land situated in Section 35, Block 40, Township 1-S, Texas & Pacific Railroad Company Survey, Abstract No. 378, Midland County, Texas, being all of the called 2.870 acre tract of land described in General Warranty Deed to City of Midland, Texas recorded in Instrument No. 2021-8616 of the Official Public Records of Midland County, Texas, and more particularly described as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway No. 158 (120-foot wide right-of-way) (NAD83 grid coordinates N:10695530.73, E:1724473.04), 45 feet right of Engineer's SH 158 Baseline Station (EBS) 1146+23.43; from said point a concrete monument stamped "TXDOT" found at the north end of a right-of-way corner clip at the intersection of the said southwest right-of-way line of State Highway No. 158 and the northwest right-of-way line of TX-191 Frontage (a variable width right-of-way) bears South 57°44'32" East, a distance of 2749.68 feet;

THENCE departing the said southwest right-of-way line of State Highway No. 158, South 30°54'11" West, a distance of 32.67 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, 77.67 feet right of EBS 1146+23.43;

THENCE North 59°05'24" West, a distance of 3855.42 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, 77.19 feet right of EBS 1052+68.01;

THENCE North 30°54'11" East, a distance of 32.20 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner in the said southwest line of State Highway No. 158, 45 feet right of EBS 1052+68.01;

THENCE South 59°05'49" East, a distance of 3855.42 feet to the **POINT OF BEGINNING** and containing 125,053 square feet or 2.8708 acres of land.

NOTES:

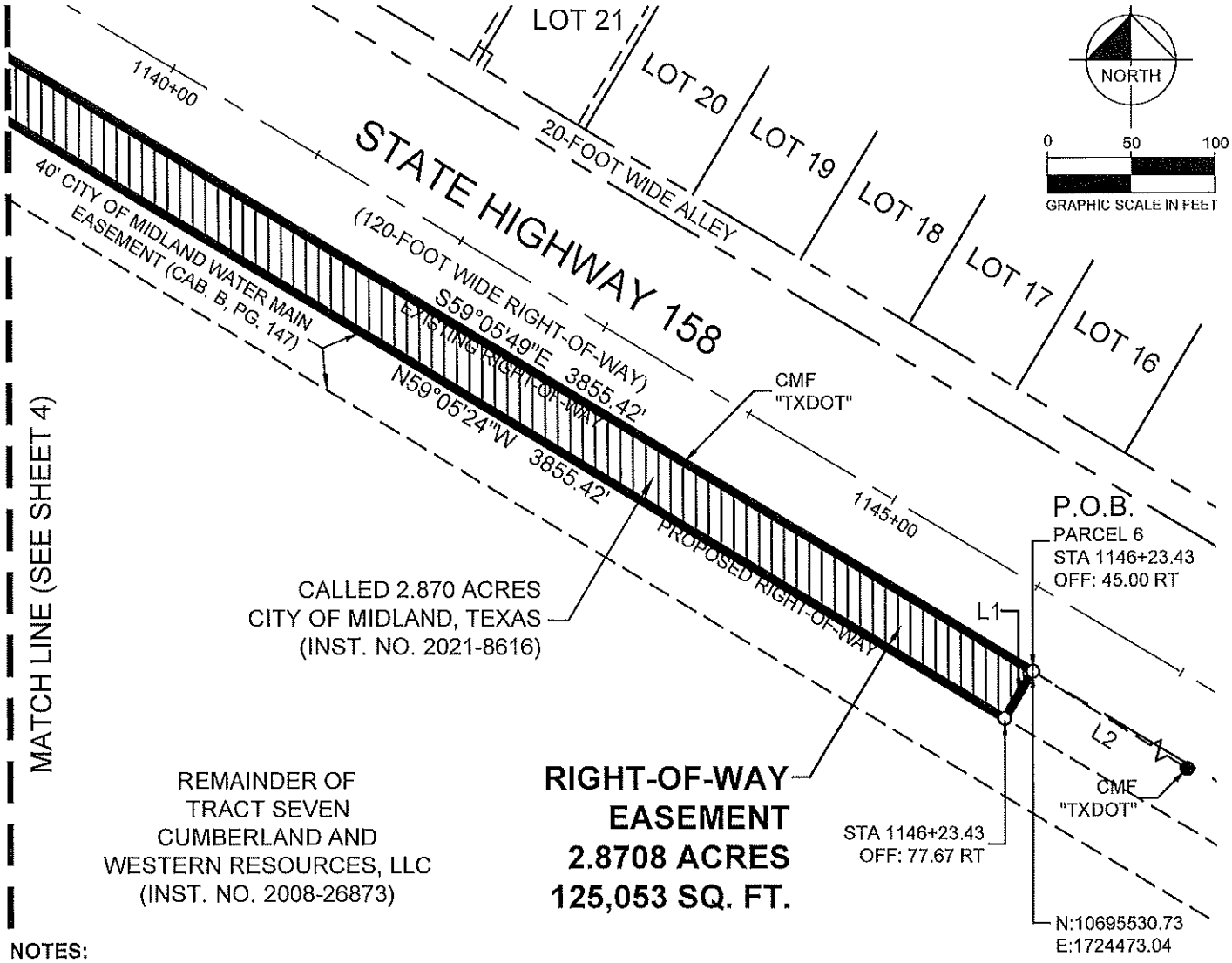
1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.

4. A survey plat of even survey date herewith accompanies this metes & bounds description.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

11/14/22

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com





NOTES:

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A metes and bounds description of even survey date herewith accompanies this survey plat.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

11/14/22

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

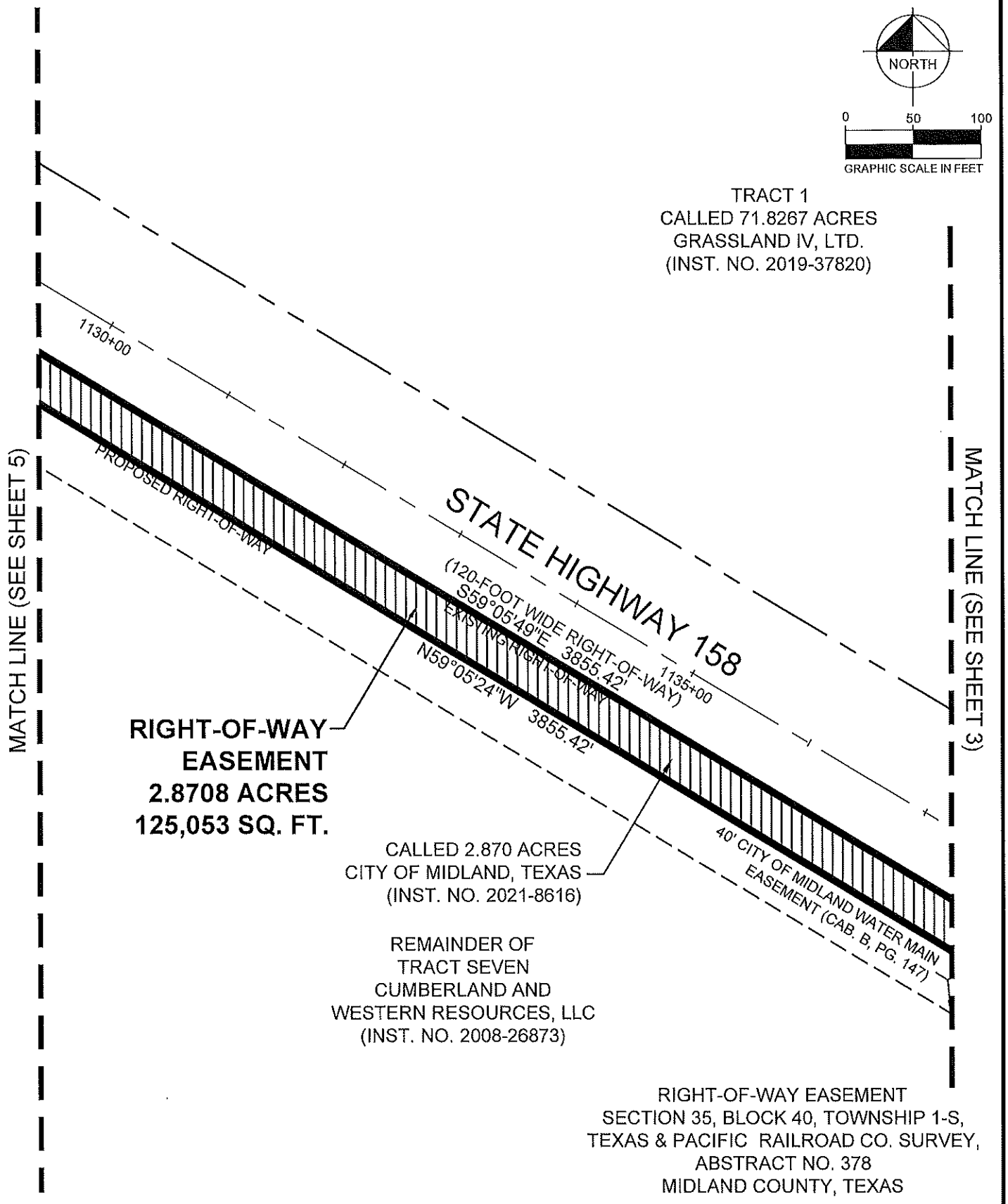
RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

© 2022

Texas Department of Transportation

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	11/6/2022	069342021	3 OF 8



RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
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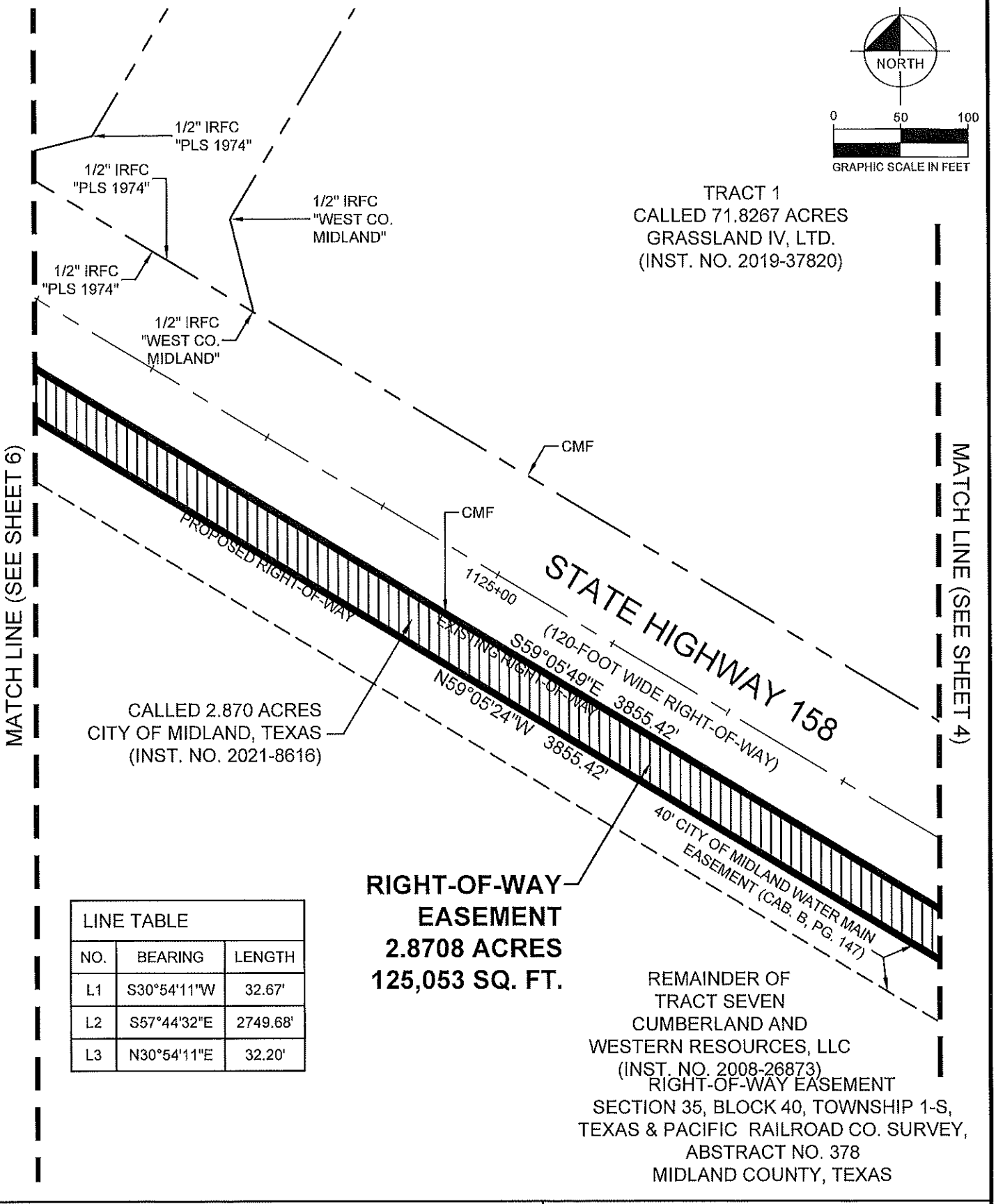
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	06/2021	069842021	4 OF 8



LINE TABLE		
NO.	BEARING	LENGTH
L1	S30°54'11"W	32.67'
L2	S57°44'32"E	2749.68'
L3	N30°54'11"E	32.20'

RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
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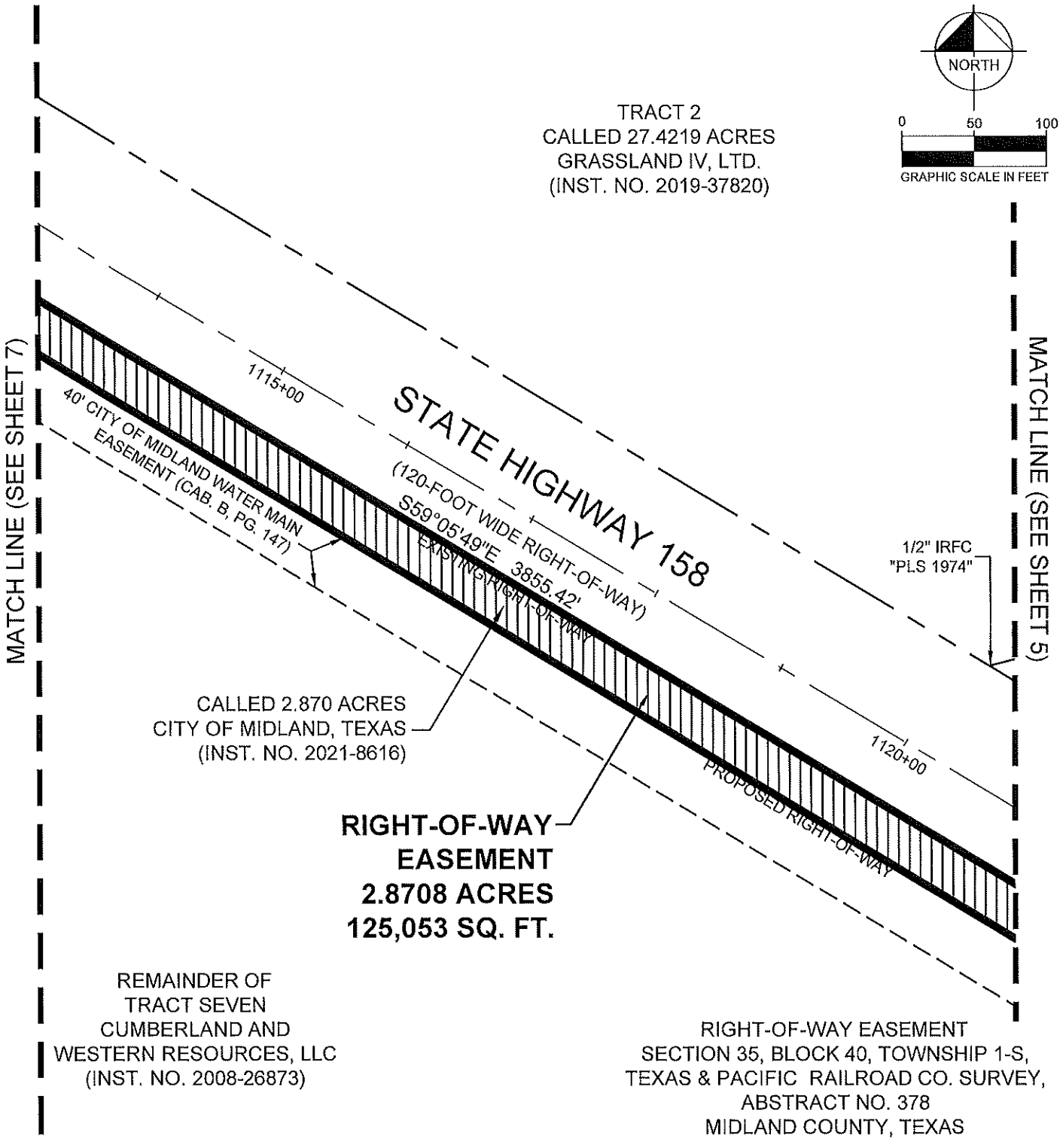
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	4/6/2022	069042021	5 OF 8

PARCEL TABLE					
PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
6	2.8708	125,053	2.870	0	CITY OF MIDLAND



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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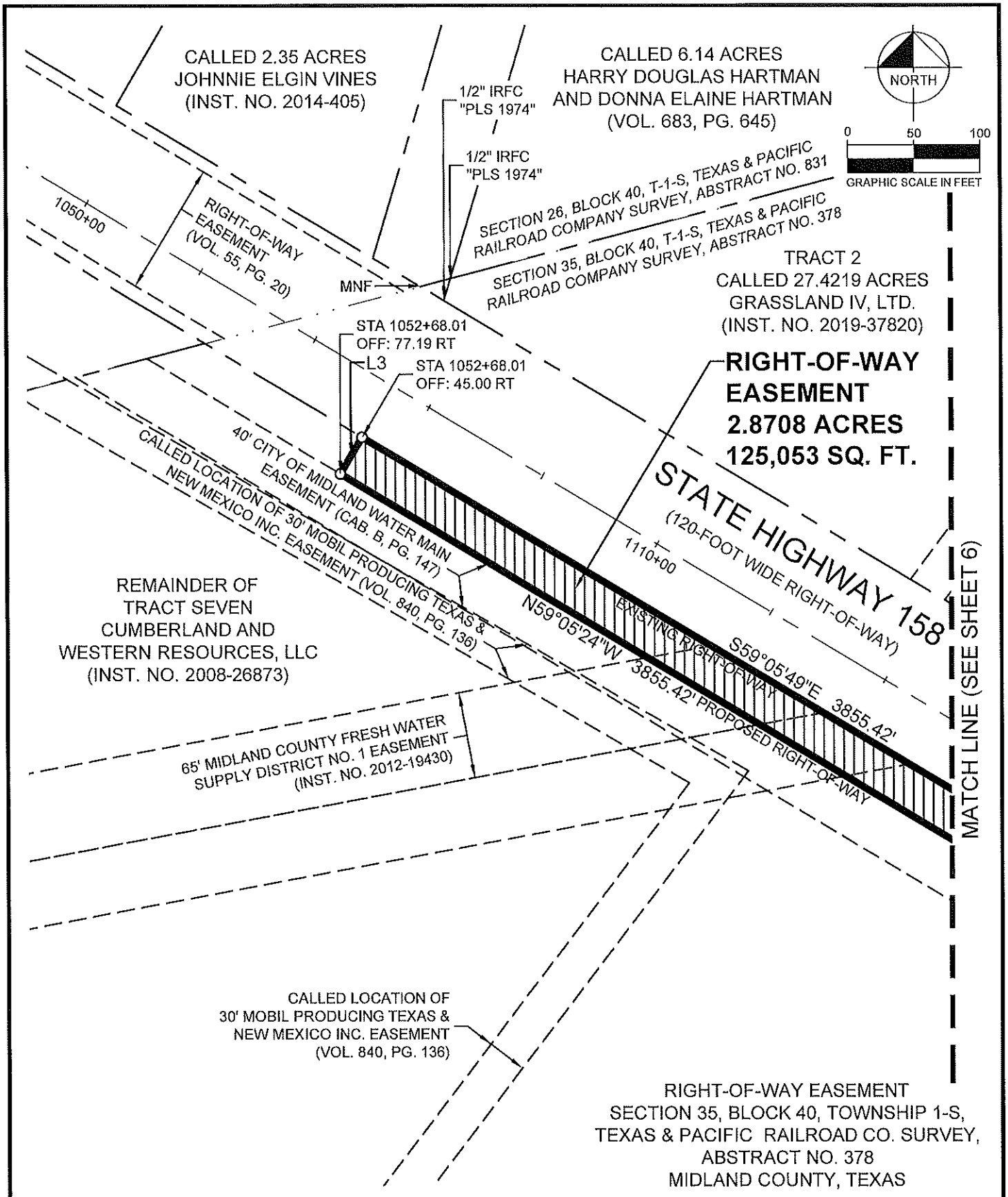

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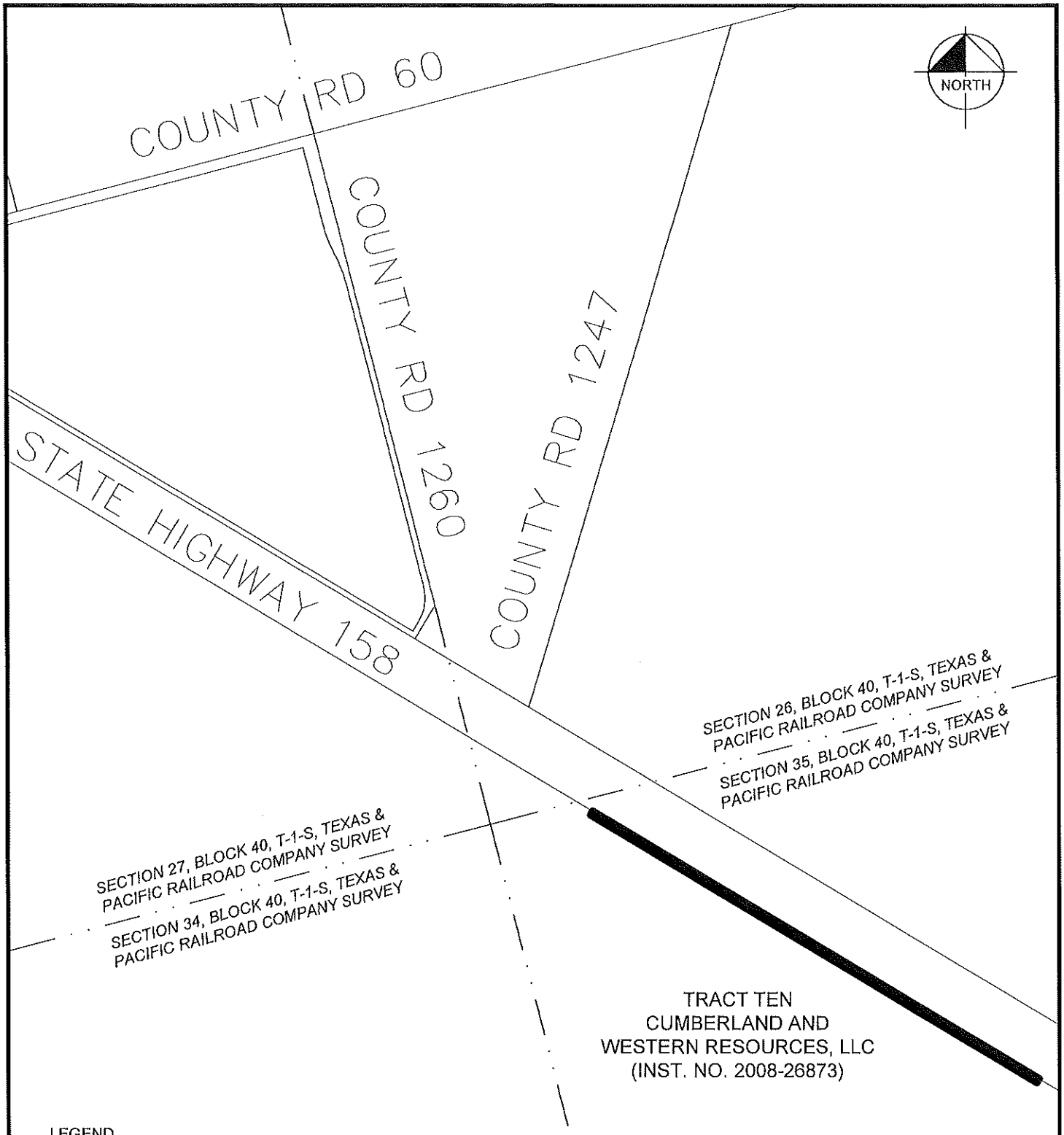
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	4/26/2021	069942021	7 OF 8



LEGEND

P.O.B. = POINT OF BEGINNING
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCB	06/2021	069042021	8 OF 8

AGREEMENT TO ACCEPT DONATION OF REAL PROPERTY

STATE OF TEXAS	§	ROW CSJ #: 0463-02-092
	§	Parcel #: P00076626, P00076629,
COUNTY OF MIDLAND		P00076631
	§	Project limits: At Briarwood Ave

THIS AGREEMENT is entered between the Contracting Parties, as defined below.

I. Contracting Parties:

Donor: City of Midland
State: The Texas Department of Transportation ("**State**" or "**TxDOT**")

II. Background:

Texas Transportation Code §201.206 authorizes the State to accept, from any source, a donation of realty for the purpose of carrying out its functions and duties. Texas Government Code Chapter 575, requires the governing board of a state agency, not later than the 90th day after a donation valued at $500 or more is accepted, to acknowledge the acceptance of the donation by majority vote at an open meeting and prohibits a state agency from accepting a donation from a person who is a party to a contested case before the agency until the 30th day after the date the decision in the case becomes final. To provide guidance on when a donation may be accepted by the State, the Texas Transportation Commission (Commission) has adopted rules relating to the State acceptance of donations, codified as 43 TAC §§1.500-1.506. Acceptance of a donation of $500.00 or more must be acknowledged by the Commission not later than the 90th day after the date the Donation is accepted by the State.

The Donor is a property owner desiring to donate property described herein to the State for no benefit or gain to the Donor. The State wishes to accept the donation of property and the Donor must execute this donation agreement.

III. Agreement:

The Donor, being fully informed of its right to receive just compensation for the Property, agrees to donate the property more particularly described on Exhibits "A, B, C", attached hereto and incorporated herein for all purposes (the "**Property**"), to the State. The State certifies that its acceptance of the Property will further the State's abilities to meet its responsibilities.

The value of the Property as determined by (leave blank if Donor has waived) is $(leave blank if Donor has waived). The Donor has been informed of its right to conduct or waive an appraisal of the Property by a qualified appraiser. ( ) **Donor's Initial**

IV. Representations and Warranties:

A. The Donor represents and warrants that it has unrestricted fee ownership and use of the Property and that by signing the Donation Deed it is forever relinquishing and transferring all rights and interest in and to the Property to the State.
B. The Donor acknowledges that it has been fully informed of Donor's right to receive just compensation for the Property.
C. Donor acknowledges that nothing contained in this Agreement shall be a limitation of any type on the divestment of interest by Donor to State.
D. The Donor acknowledges that there is no official relationship between the Donor and the State.
E. The Donor acknowledges that it will receive no benefit as a result of the donation of the Property.
F. The Donor is not the subject of State regulation or oversight, or interested in or likely to become

interested in any contract, purchase, payment, or claim with or against the State.

G. The State determines that acceptance of the donation will provide a significant public benefit and such acceptance does not influence or appear to influence the State in the performance of its duties.
H. The Donor acknowledges that TxDOT's acceptance of the donation does not bind State to a course of action or promise of performance.
I. The State neither approves nor is responsible for any representations made by the Donor for tax purposes.
J. The Donor acknowledges that the State will act in reliance of and in consideration of the promises made by the Donor in this agreement.
K. The Donor acknowledges that this agreement is public information and will be furnished to a requestor pursuant to Chapter 552 of the Texas Government Code.

V. Hold Harmless:

The Donor shall save and hold harmless the State and its officers and employees from any and all claims and liability due to any intentional or negligent actions that are caused by or result from error, omission, or negligent act of the Donor or of any person employed by the Donor. The Donor shall also save harmless the State from any and all expense, including, but not limited to, attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the Donor, its agents, or employees.

VI. Warranty of Use:

Donor represents and warrants to the State that Donor has no knowledge of any current or former use, generation, storage or disposal of any hazardous material on or under the Property currently or previously in violation of any federal, state or local governmental law or rule. Additionally, Donor represents and warrants to the State that Donor has no knowledge of the Property being used for a gas station, auto shop, or dry cleaning service, and has no knowledge of the presence of asbestos material on the Property. Donor has not received any notice of any action or proceeding relating to any hazardous materials or any release thereof on, in, under or about the Property.

VII. Relocation Assistance: *(If applicable)*

Donor acknowledges receipt of the brochure entitled *"Relocation Assistance"* and understands that relocation assistance benefits, if any, are handled entirely separate from and in addition to this transaction. Relocation benefits, if any, will be examined on a case by case basis, and will be specifically set forth in a separate agreement.

VIII. Costs:

A. The State, without cost to the Donor, shall pay the cost of recording all instruments conveying title to the State, and the State may, but is not obligated to, purchase an owner's title policy at the State's expense.
B. Donor will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property for use by State. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the Property to State; and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. Donor may file a written request for review if Donor believes that the State failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the request for review must be filed with the State within six months after you are notified of the State's determination on any claim for reimbursement.

IX. Termination/Withdrawal:
If Donor withdraws from this agreement, in writing, before it is executed by the State, such withdrawal shall extinguish all rights, duties, obligations and liabilities of the State and the Donor under this agreement.

X. Sole Agreement:
This Agreement and the Donation Deed constitute the only promises, consideration and conditions of this conveyance, and no other promises, consideration or conditions have been signified or implied, except any benefits which Donor may or may not be entitled under the State's Relocation Assistance Program.

XI. Notices:
All notices to either party by the other party will be delivered personally or sent by U.S. Mail, postage prepaid, to the following addresses:

Donor:	**State:**
Attn: Jose Ortiz, Assistant City Manager City of Midland 300 N Loraine Midland, Texas 79701	Texas Department of Transportation Attn: Right of Way Division P.O. Box 5075 Austin, Texas 78763-5075

The notice shall be received by the addressee on the date delivered or deposited in the mail. Either party may change its address by sending written notice of the change to the other in the manner provided.

XII. Exhibits:
A. Property Location Map or Survey
B. Deed

The State and the Donor have executed duplicate counterparts of this agreement.

THE STATE

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

Texas Department of Transportation

_____
Director, TxDOT Right of Way Division

_____
Date:

THE DONOR

The undersigned signatory warrants that he or she is an official representative of the organization making the donation described and is authorized to make the donation and to enter into this Agreement on behalf of the organization.

BY: _____
Authorized Signature

Jose Ortiz, Assistant City Manager
Typed or Printed Name and Title

_____
Date:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED

TxDOT ROW CSJ: 0463-02-092

TxDOT Parcel ID: P00076626, P00076629, P00076631

Grantor(s), whether one or more:
City of Midland

Grantor's Mailing Address (including county):
300 N Loraine St.
Midland, Midland County, Texas 79701

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Travis County, Texas 78701

Consideration:

The sum of Ten and no/100 Dollars ($10.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Midland County, Texas, being more particularly described in the attached Exhibits A, B, C (the "**Property**").

Grantors do also Waive, Release, Relinquish, and Convey unto the State of Texas that portion of Grantors' abutting property rights of ingress and egress and direct access on and off the Highway Facility as described in Exhibits "A, B, C" by lines of access denial.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Midland County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit:

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20XX, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A, B, C". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR: CITY OF MIDLAND

_____

_____

Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____
_____by_____. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

EXHIBIT A

County: Midland
Highway: State Highway No. 158 (SH 158)
Limits: AT County Road No. 60
CCSJ: 0463-02-079

PROPERTY DESCRIPTION FOR PARCEL 1

BEING a 12,499 square feet (0.2869 acre) tract of land situated in Section 22, Block 40, Township 1-S, T&P RR Co. Survey, Abstract No. 378, Midland County, Texas, being part of a called 0.4118 acre tract of land as described in Warranty Deed to City of Midland recorded in Instrument Number 2020-35820, Official Public Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" set being the north corner of a called 3.56 acre tract of land as described in Special Warranty Deed to Covington Brothers Properties, LLC (NAD83 grid coordinates N:10701839.17, E:1713904.42), 75 feet right of Engineer's SH 158 Baseline Station (EBS) 1023+15.01 on the proposed southwest right-of-way line of SH 158; from said point a 1/2-inch iron rod found in the northeast right-of-way line of State Highway No. 158 (120-foot wide right-of-way), and being the south corner of Lot 13, Block 1, Pecan Acres Addition, an addition to the City of Midland, Texas according to the plat recorded in Volume C, Page 143 of the Plat Records of Midland County, Texas bears North 75°44'39" East, a distance of 190.39 feet; and from said point a 1/2-inch iron rod with cap stamped "RPLS 4263" found for the southwest corner of said Lot 13, Block 1 bears North 14°13'18" West, a distance of 191.36 feet;

THENCE North 14°13'18" West, along the west line of the said City of Midland tract, a distance of 21.26 feet to a point for corner in the southwest right-of-way line of said State Highway No. 158, 60 feet right of EBS 1022+99.94;

THENCE South 59°05'49" East, along the said southwest right-of-way line, a distance of 848.13 feet to a point for corner at the intersection of the said southwest right-of-way line of State Highway No. 158 and the northwest right-of-way line of County Road No. 60 (a variable width right-of-way), 60 feet right of EBS 1031+48.07;

THENCE South 75°21'10" West, along the said northwest right-of-way line of County Road No. 60, a distance of 21.01 feet to a point for corner, 21.63 feet left of EBS 120+94.18;

THENCE North 59°05'49" West, a distance of 818.35 feet to the **POINT OF BEGINNING** and containing 12,499 square feet or 0.2869 acres of land.

NOTES:

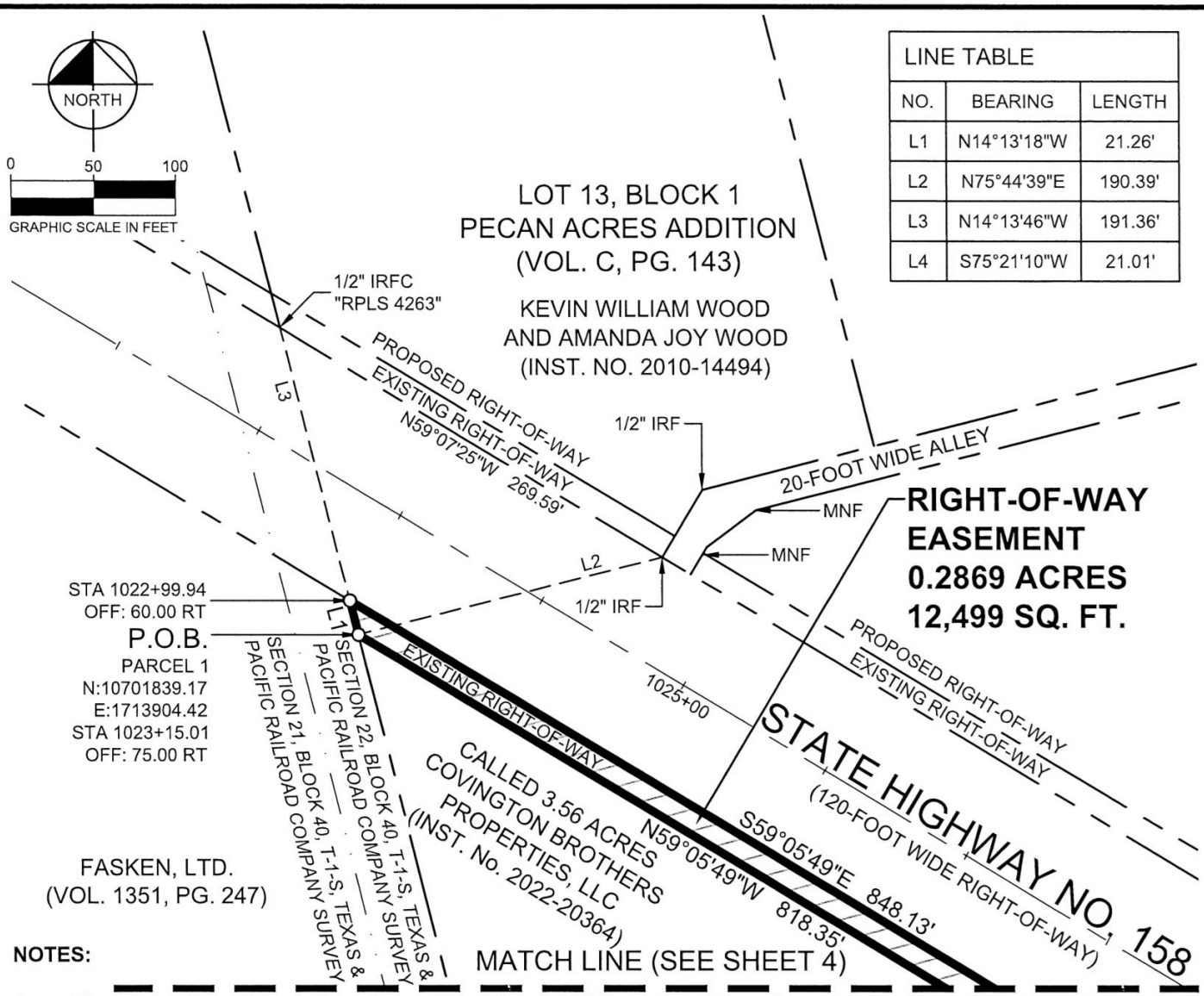
1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.

2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A survey plat of even survey date herewith accompanies this metes & bounds description.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

5/31/23

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com





LINE TABLE		
NO.	BEARING	LENGTH
L1	N14°13'18"W	21.26'
L2	N75°44'39"E	190.39'
L3	N14°13'46"W	191.36'
L4	S75°21'10"W	21.01'

NOTES:

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A metes and bounds description of even survey date herewith accompanies this survey plat.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

5/31/23

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

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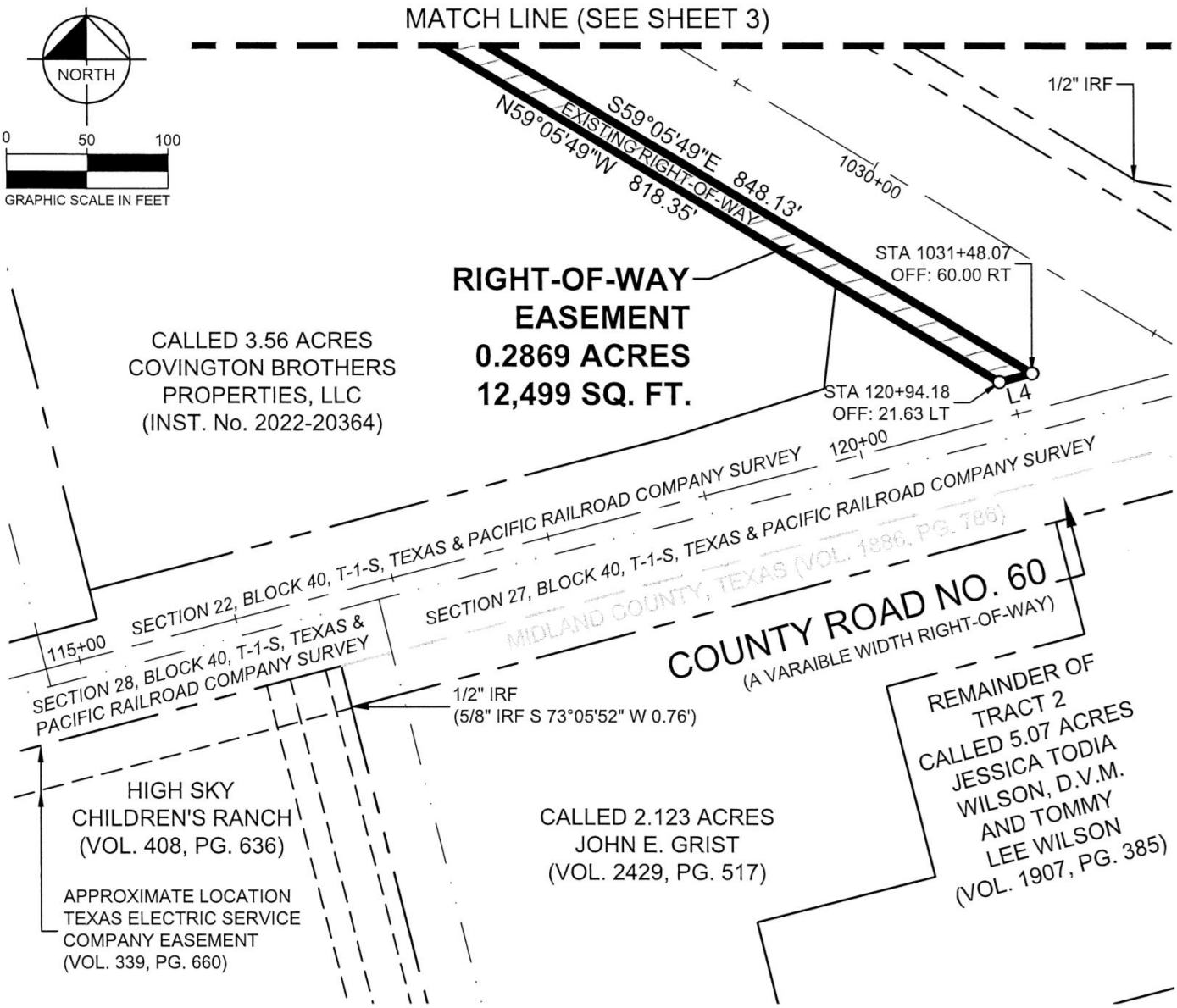
Texas Department of Transportation

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	6/16/2022	096942021	3 OF 5

RUSSELL, STAN C 5/31/2023 3:17 PM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 1.DWG

PARCEL TABLE					
PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
1	0.2869	12,499	4.1583	3.8714	DEVELOPMENTAL DISABILITIES CENTER



LEGEND

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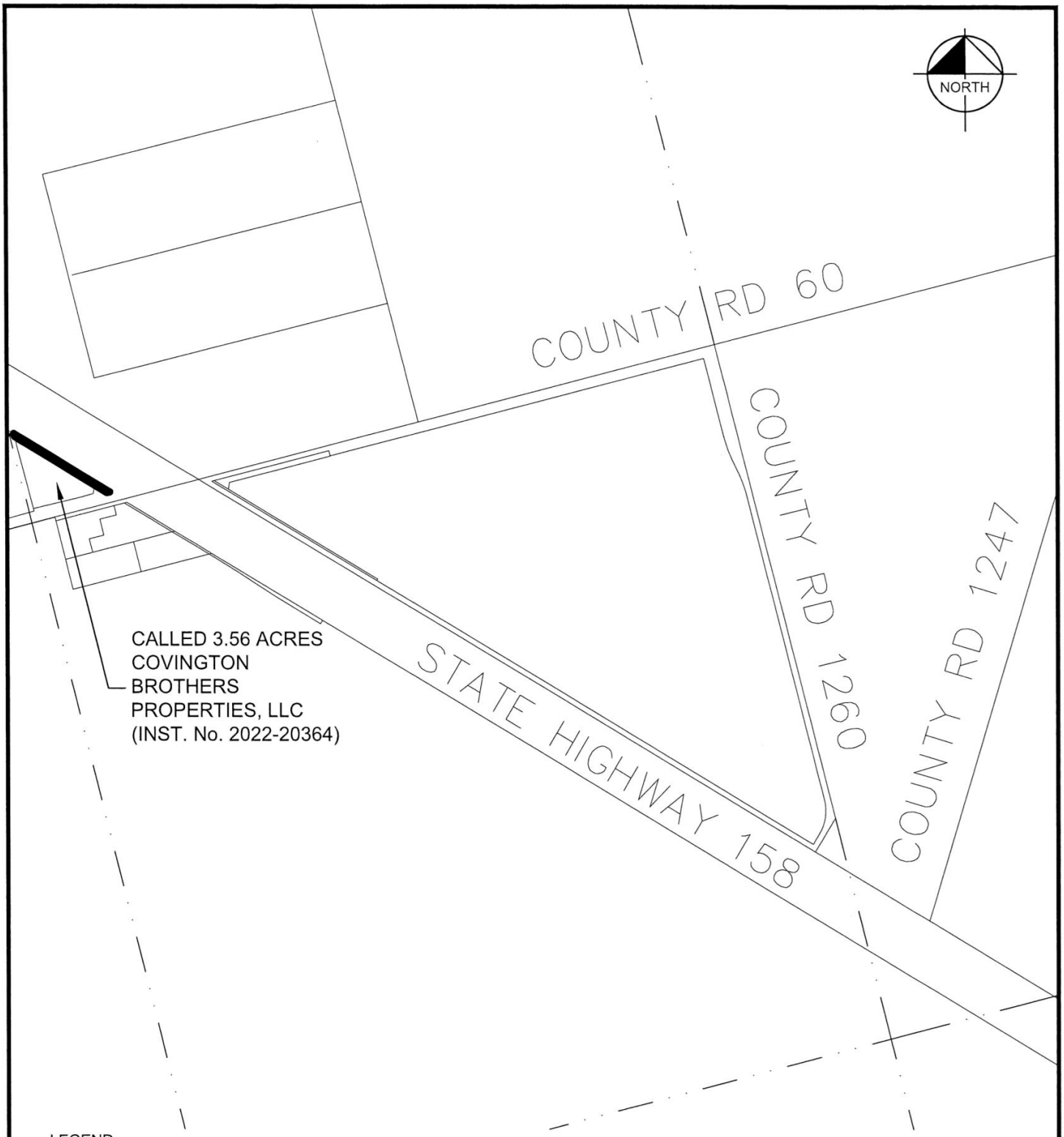
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	6/16/2022	096942021	4 OF 5

RUSSELL, STAN C 5/31/2023 3:17 PM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 1.DWG



LEGEND

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RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCB	6/16/2022	096942021	5 OF 5

RUSSELL, STAN C 5/31/2023 3:17 PM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 1.DWG

EXHIBIT B

County: Midland
Highway: State Highway No. 158 (SH 158)
Limits: AT County Road No. 60
CCSJ: 0463-02-079

PROPERTY DESCRIPTION FOR PARCEL 4

BEING a 25,462 square feet (0.5845 acre) tract of land situated in Section 27, Block 40, Township 1-S, T&P RR Co. Survey, Abstract No. 378, Midland County, Texas, being part of called 605.344 acre tract of land described as "TRACT TEN" in the Warranty Deed to Cumberland and Western Resources, LLC recorded in Instrument No. 2008-26873, Real Property Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" cap set in the southeast right-of-way line of Briarwood Avenue – County Road No. 60 (a variable width right-of-way) (NAD83 grid coordinates N:10701449.57, E:1714847.38), 75 feet left of Engineer's SH 158 Baseline Station (EBS) 1033+24.20 on the proposed northeast right-of-way line of SH 158; from said point a 1/2-inch iron rod with cap stamped "PLS 1974" found for the southwest corner of a called 4.29 acre tract of land described in Special Warranty Deed to City of Midland, Texas recorded in Instrument No. 2018-33281 of said Real Property Records bears North 78°00'37" East, a distance of 1054.09 feet;

THENCE departing the said southeast right-of-way line of Briarwood Avenue, South 59°05'49" East, a distance of 1690.13 feet to a 5/8-inch iron rod with cap stamped "KHA" cap set for corner, 90 feet left of EBS 1050+14.55;

THENCE South 30°54'11" West, a distance of 15.00 feet to a point for corner in the northeast right-of-way line of State Highway No. 158 (120-foot wide right-of-way), 75 feet left of EBS 1050+14.55;

THENCE North 59°05'49" West, along the said northeast right-of-way line, a distance of 1704.85 feet a point at the intersection of the said northeast right-of-way line of State Highway No. 158 and the said southeast right-of-way line of Briarwood Avenue, 60 feet left of EBS 1033+09.48; from said point an aluminum disk found bears South 58°54'08" East, a distance of 41.99 feet, and a 1-inch iron pipe found for the east corner of said Section 27 bears South 55°28'39" East, a distance of 7017.78 feet;

THENCE North 75°21'42" East, along the said southeast right-of-way line of Briarwood Avenue, a distance of 21.02 feet to the **POINT OF BEGINNING** and containing 0.5845 acres or 25,462 square feet of land.

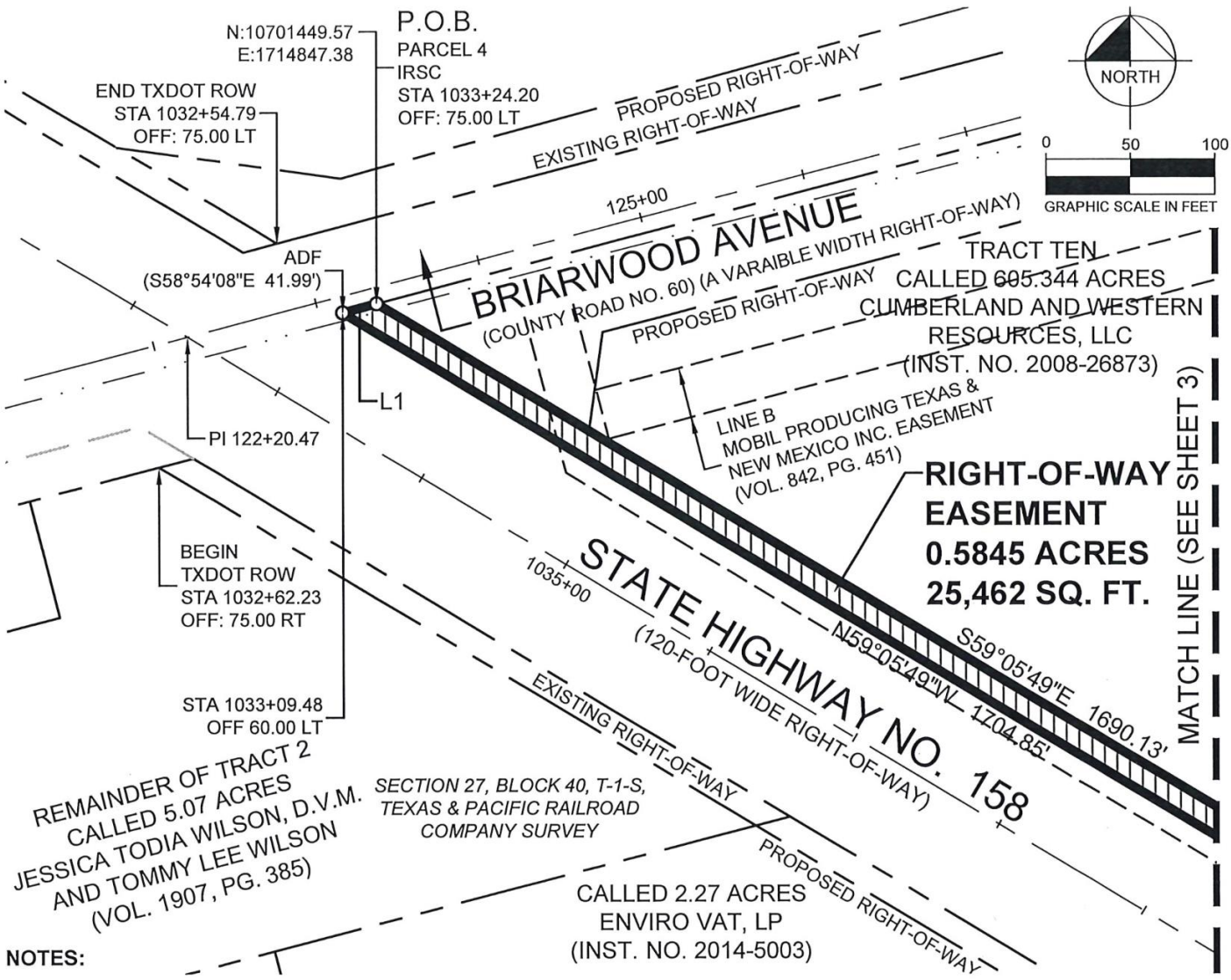
NOTES:

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A survey plat of even survey date herewith accompanies this metes & bounds description.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

8/23/22

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com





NOTES:

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
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4. A metes and bounds description of even survey date herewith accompanies this survey plat.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

8/23/22

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
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STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
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LAND SURVEYOR

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
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RIGHT-OF-WAY EASEMENT
SECTION 27, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

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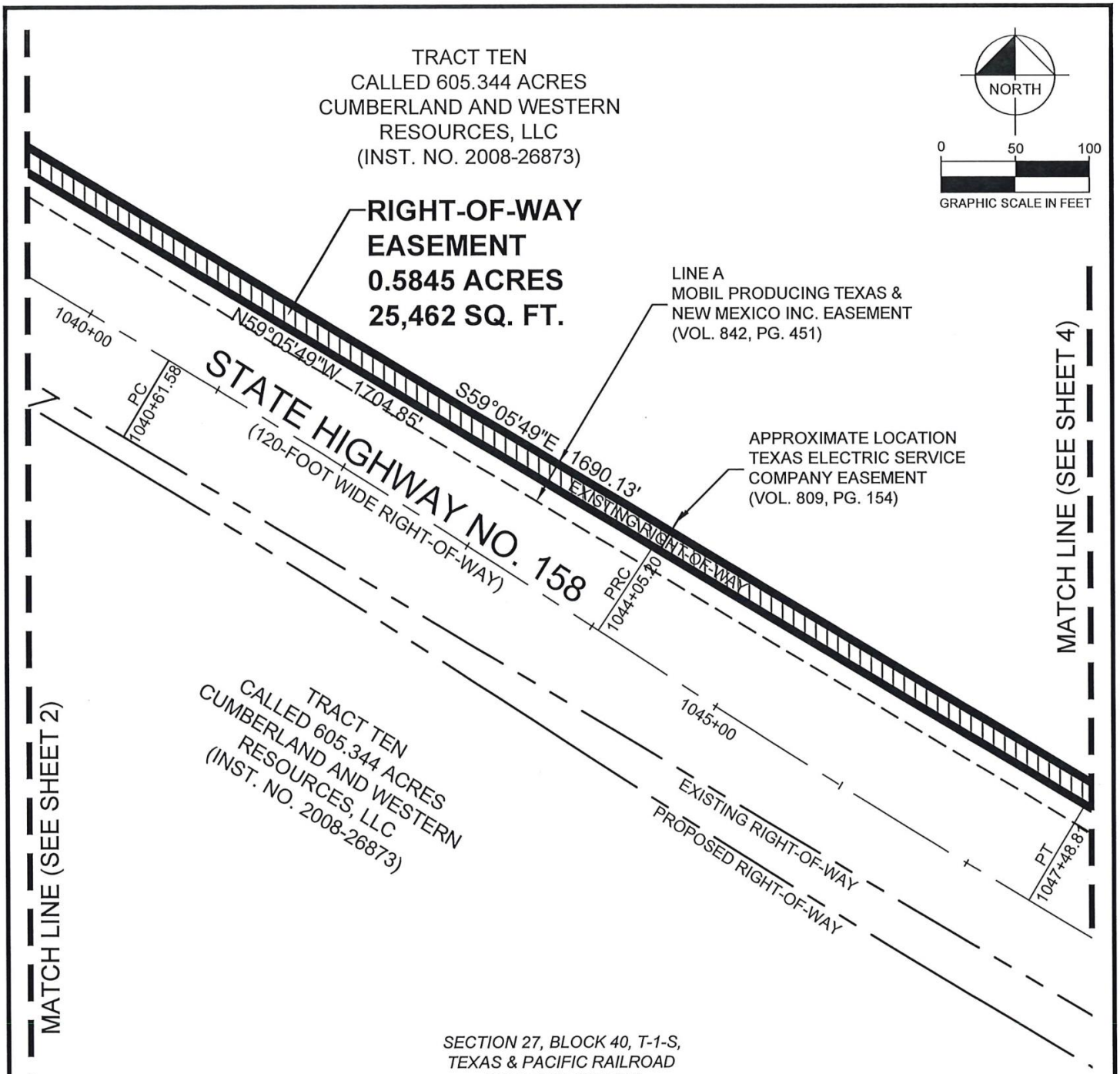
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	8/23/2022	096942021	3 OF 6

HOPPER, BRADIN 8/23/2022 11:18 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG



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RIGHT-OF-WAY EASEMENT
SECTION 27, BLOCK 40, TOWNSHIP 1-S,
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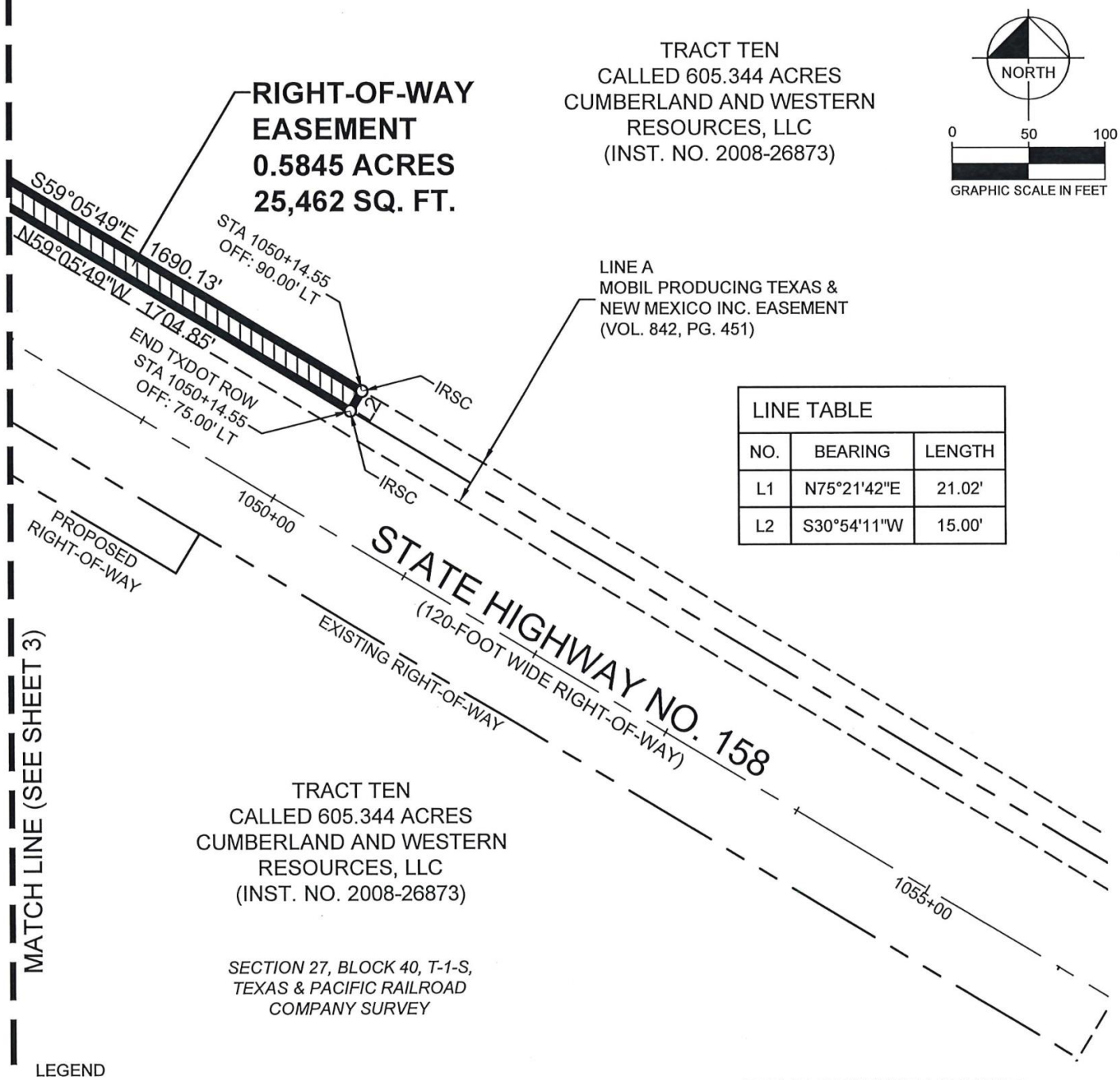
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	12/2/2021	096942021	4 OF 6

HOPPER, BRADIN 8/23/2022 11:13 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG

PARCEL TABLE					
PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
4	0.5845	25,462	605.3440	604.0041	CUMBERLAND AND WESTERN RESOURCES, LLC



LINE TABLE		
NO.	BEARING	LENGTH
L1	N75°21'42"E	21.02'
L2	S30°54'11"W	15.00'

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 27, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
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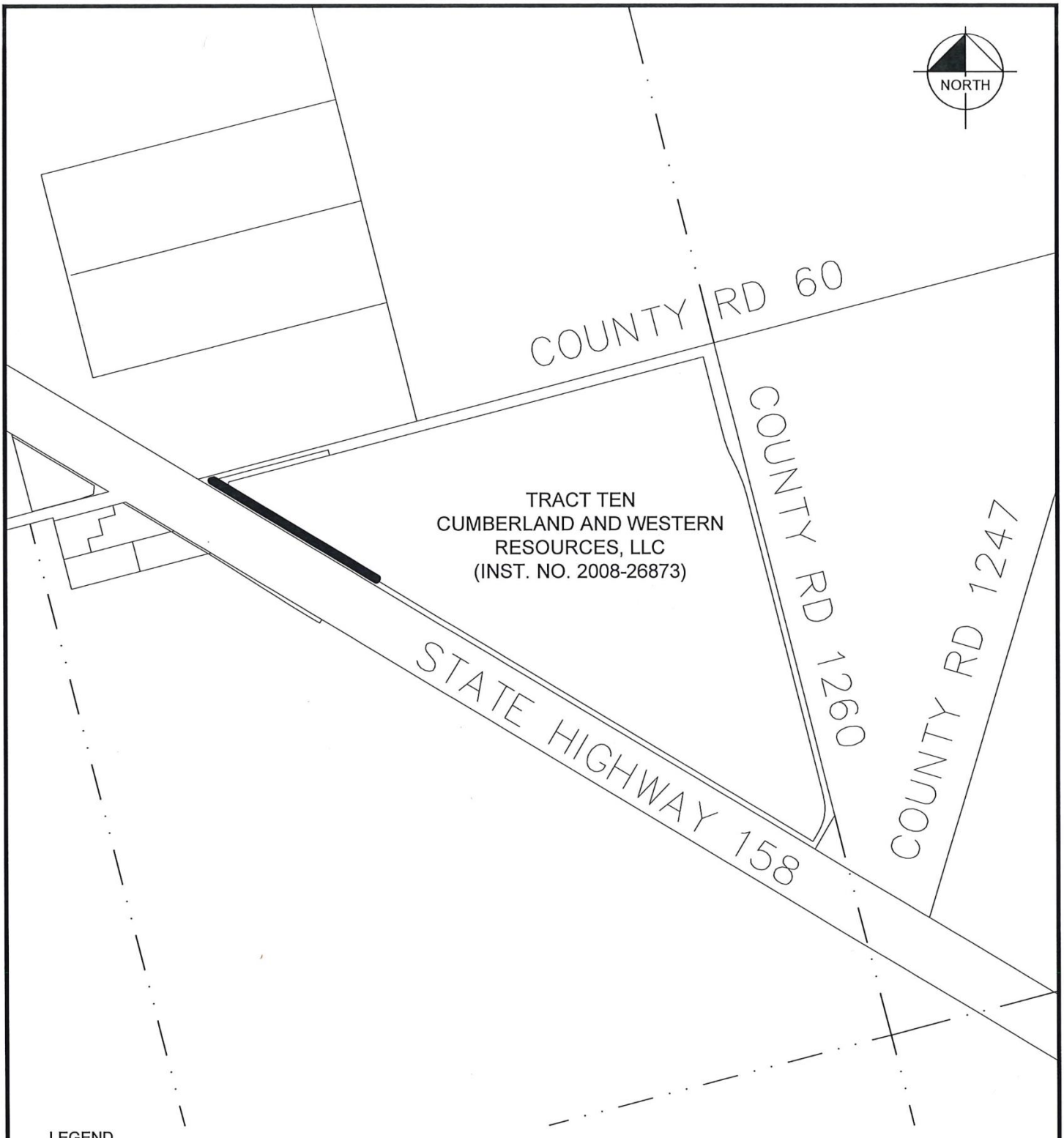
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	10/2/2023	096942021	5 OF 6

HOPPER, BRADIN 8/23/2022 11:14 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG



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RIGHT-OF-WAY EASEMENT
SECTION 27, BLOCK 40, TOWNSHIP 1-S,
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = ###'	JBH	MCB	1/12/2022	096942021	6 OF 6

HOPPER, BRADIN 8/23/2022 11:14 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG

EXHIBIT C

County: Midland
Highway: State Highway No. 158 (SH 158)
Limits: AT County Road No. 60
CCSJ: 0463-02-079

PROPERTY DESCRIPTION FOR PARCEL 8

BEING a 0.2680 acre (11,672 square foot) tract of land situated in Section 35, Block 40, Township 1-S, Texas & Pacific Railroad Company Survey, Abstract No. 378, Midland County, Texas, being part of a called 1.0109 acre tract of land described in Warranty Deed to City of Midland, Texas recorded in Instrument No. 2019-21299 of the Official Public Records of Midland County, Texas, and more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" set at the intersection of the northwest right-of-way line of Briarwood Avenue – County Road No. 60 (a variable width right-of-way) and the proposed northeast right-of-way line of State Highway No. 158 (150-foot wide right-of-way) (NAD83 grid coordinates N:10701485.22, E:1714787.82), 75.00 feet left of Engineer's SH 158 Baseline Station (EBS) 1032+54.79 on the proposed northwest right-of-way line of SH 158;

THENCE along the said northwest right-of-way line of Briarwood Avenue, South 75°21'44" West, a distance of 21.02 feet to a point at the intersection of the said northwest right-of-way line of Briarwood Avenue and the northeast right-of-way line of State Highway No. 158 (120-foot wide right-of-way), 60.00 feet left of EBS 1032+40.07;

THENCE along the said northeast right-of-way line of State Highway No. 158, North 59°05'49" West, a distance of 770.81 feet to a point for corner at the intersection of the said northeast right-of-way line of State Highway No. 158 and a 20-foot wide alley, 60.00 feet left of EBS 1024+69.26;

THENCE along the said 20-foot wide alley, North 30°55'14" East, a distance of 15.00 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, 75.00 feet left of EBS 1024+69.26; from said point a mag nail found bear South 37°32'10" West, a distance of 1.21 feet;

THENCE departing the said 20-foot wide alley and along the said proposed right-of-way line of State Highway No. 158, South 59°05'49" East, a distance of 785.52 feet to the **POINT OF BEGINNING** and containing 11,672 square feet or 0.2680 acres of land.

NOTES:

The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
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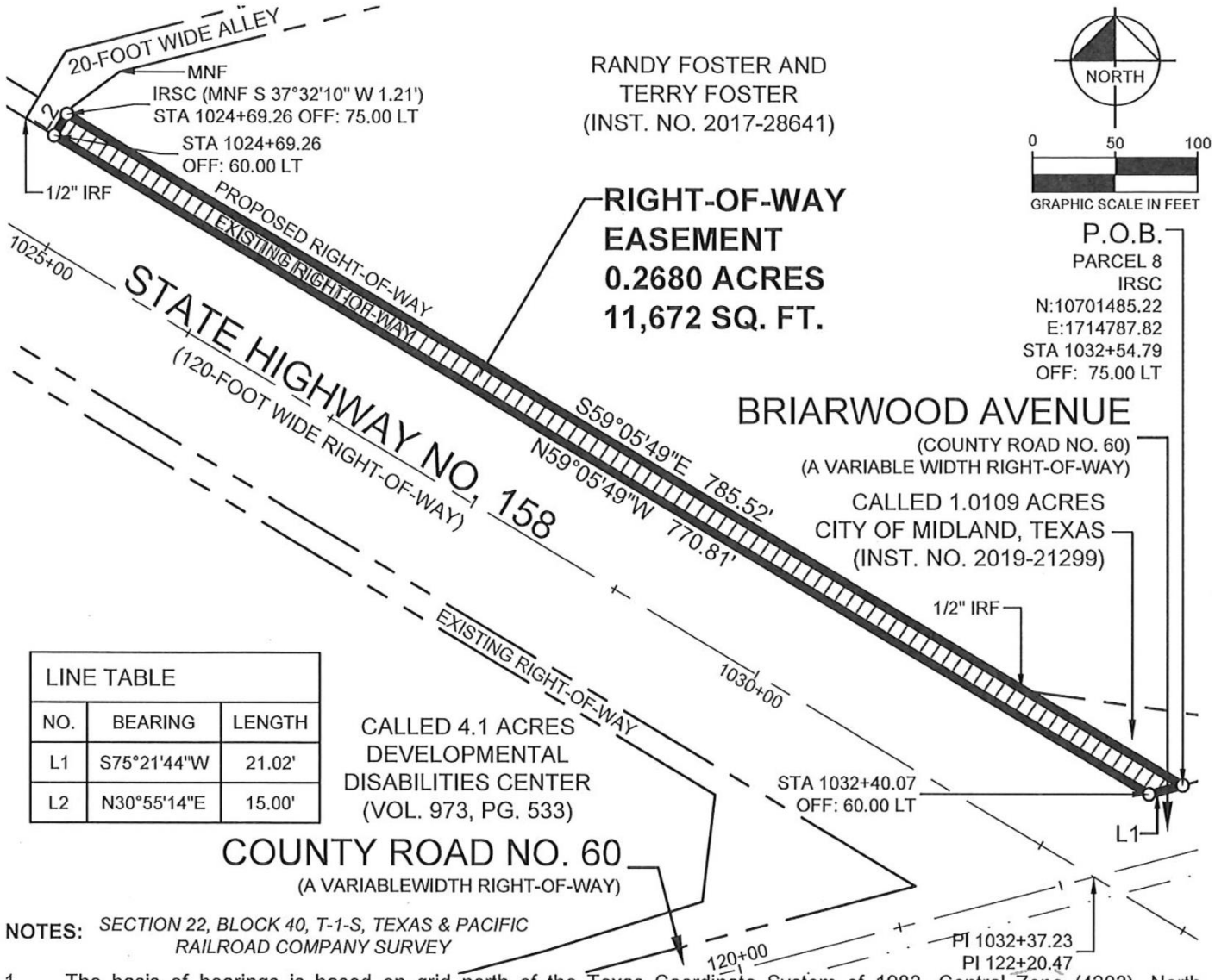

LINE TABLE		
NO.	BEARING	LENGTH
L1	S75°21'44"W	21.02'
L2	N30°55'14"E	15.00'

NOTES: *SECTION 22, BLOCK 40, T-1-S, TEXAS & PACIFIC RAILROAD COMPANY SURVEY*

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
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5. The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

5/2/23

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
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michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

LEGEND

P.O.B. = POINT OF BEGINNING
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IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
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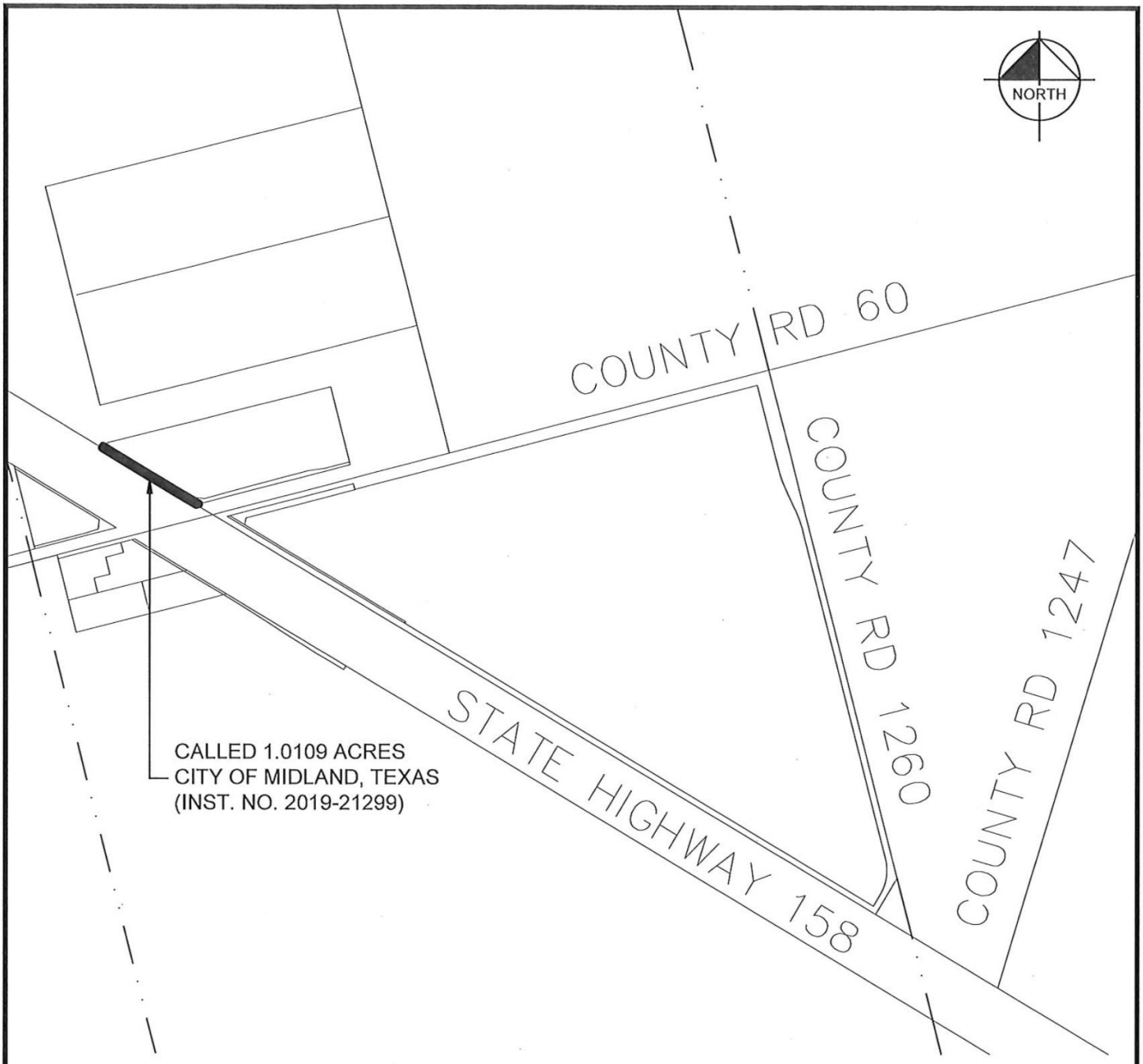
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	05/2/2023	096942021	3 OF 4

BILLINGSLEY, MICHAEL 5/2/2023 10:08 AM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 8.DWG



PARCEL TABLE					
PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
8	0.2680	11,672	1.0109	0.7429	CITY OF MIDLAND, TEXAS

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

© 2021

Texas Department of Transportation

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCB	05/2023	096942021	4 OF 4

BILLINGSLEY, MICHAEL 5/2/2023 10:08 AM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 8.DWG

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Date: 3/1/2024

ROW CSJ No.: 0463-02-092
County: Midland
Limits From: CR 60/Briarwood
Limits To: CR 60/Briarwood

Parcel No.:P00076626, P00076629, P00076631
Highway: SH 158

Fed. Project No.:

City of Midland
300 N Loraine
Midland, TX 79701

Dear City of Midland:

You are probably aware that the Texas Department of Transportation will make improvements to SH 158. Plans have progressed to the point that we wish to advise you that a portion of your property located at CR 60/Briarwood, Midland County, Texas, will be needed as right of way for the proposed improvement of the highway.

We have attached for your information a booklet entitled *"State Right of Way Purchase."* This booklet briefly explains the procedure to be followed in purchasing your property, as well as your rights as a landowner. If you have any questions, you may contact Valerie-Ann Manley at Valerieann.Manley@txdot.gov, or by telephone at 806-748-4584.

Sincerely,

DocuSigned by:
04B7BF04E8F547E...

Valerie-Ann Manley, West Region Right of Way
Texas Department of Transportation

Enclosure

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THE STATE OF TEXAS

LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.

PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS • JANUARY 2022

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CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.
  - If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Right's addendum.
  - The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
  - The initial written offer must include:
    - a copy of the Landowner's Bill of Rights and addendum (if applicable);
    - either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
    - the conveyance instrument (such as an easement or deed); and
    - the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
  - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
    - compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
    - copies of the conveyance instrument; and
    - the Landowner's Bill of Rights.
- Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

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WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

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WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the right to a trial and can elect whether to have the case decided by a judge or jury.

WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



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DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- the public use for which the property was acquired is canceled before that property is put to that use,
- no actual progress is made toward the public use within 10 years, or
- the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

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ADDENDUM A:

Required Terms for an Instrument Conveying a Pipeline Right-of-Way Easement or an Easement Related to Pipeline Appurtenances[1]

(1) The maximum number of pipelines that may be installed in the right-of-way acquired through this instrument is _____.

(2) The types of pipeline appurtenances that are authorized to be installed under this instrument for pipeline-related appurtenances, such as pipes, valves, compressors, pumps, meters, pigging stations, dehydration facilities, electric facilities, communication facilities, and any other appurtenances that may be necessary or desirable in connection with a pipeline, are described as follows: _____.

(3) The maximum diameter, excluding any protective coating or wrapping, of each pipeline to be initially installed under this instrument for a pipeline right-of-way is _____.

(4) For each pipeline to be installed under this instrument, the type or category of substances permitted to be transported through each pipeline is _____.

(5) Any aboveground equipment or facility that Grantee[2] intends to install, maintain, or operate under this instrument on the surface of the pipeline easement is described as follows: _____.

(6) A description or illustration of the location of the easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit _____.

(7) The maximum width of the easement under this instrument is _____.

(8) For each pipeline to be installed under this instrument, the minimum depth at which the pipeline will initially be installed is _____.

(9) The entity installing pipeline(s) under this instrument: (check one)

- ☐ intends to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
- ☐ does not intend to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.

(10) Grantee shall provide written notice to Grantor[3], at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property, if and when Grantee assigns any interest conveyed under this instrument to another entity, provided that this provision does not require notice by Grantee for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.

(11) The easement rights conveyed by this instrument are: (check one)

- ☐ exclusive.
- ☐ nonexclusive.

---

1 The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

2 "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the pipeline easement.

3 "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement.

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(12) Grantee may not grant to a third party access to the easement area for a purpose that is not related to one of the following: the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument or of pipeline appurtenances to be installed under this instrument.

(13) Grantor: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.

(14) After initial construction and installation of each pipeline installed under this instrument, Grantor: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.

(15) Grantor: (check one)

- ☐ and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____.
- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

(16) With regard to restoring the pipeline easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable and maintaining the easement in a manner consistent with the purposes for which the easement is to be used under this instrument: (check one)

- ☐ Grantee will be responsible for the restoration.
- ☐ Grantee will reimburse Grantor for monetary damages that arise from damage to the pipeline easement area or the Grantor's remaining property, if any, caused by the Grantee and not restored or paid for as part of the consideration for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the pipeline easement area or the Grantor's remaining property.

(17) Grantee's rights of ingress, egress, entry, and access on, to, over, and across Grantor's property under this instrument are described as follows: _____.

(18) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(19) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

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ADDENDUM B:

Required Terms for an Instrument Conveying
an Electric Transmission Line Right-of-Way Easement[4]

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee[5] under this instrument are generally described as follows: _____.

(2) A description or illustration of the location of the electric transmission line right-of-way easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit _____.

(3) The maximum width of the electric transmission line right-of-way easement acquired by this instrument is _____.

(4) Grantee will access the electric transmission line right-of-way easement acquired under this instrument in the following manner: _____.

(5) Grantee may not grant to a third party access to the electric transmission line right-of-way easement area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric and appurtenant facilities installed under this instrument.

(6) Grantor[6]: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement.

(7) Grantor: (check one)

- ☐ and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____
- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

4 The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

5 "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the electric transmission line right-of-way easement.

6 "Grantor" is the property owner from whom the Grantee is acquiring the electric transmission line right-of-way easement.

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(8) Grantee shall restore the easement area and Grantor's remaining property to their original contours and grades, to the extent reasonably practicable, unless Grantee's safety or operational needs and the electric facilities located on the easement would be impaired. With regard to restoring the electric transmission line right-of-way easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable following future damages, if any, directly attributed to Grantee's use of the easement: (check one)

- ☐ Grantee will be responsible for the restoration, unless the safety or operational needs of Grantee and the electric facilities would be impaired.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes future damages, if any, caused by Grantee to the easement area or the Grantor's remaining property.

(9) The easement rights acquired under this instrument are: (check one)

- ☐ exclusive.
- ☐ nonexclusive.
- ☐ otherwise limited under the terms of the instrument as follows: _____.

(10) Grantee may not assign Grantee's interest in the property rights acquired under this instrument to an assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to Grantor at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property.

(11) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(12) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

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ADDENDUM C:

Optional Terms for an Instrument Conveying a Pipeline Right-of-Way Easement, an Easement Related to Pipeline Appurtenances, or an Electric Transmission Line Right-of-Way Easement[7]

(1) With regard to the specific vegetation described as follows: _____, Grantor[8]: (check one):

- ☐ may recover from Grantee[9] payment for monetary damages, if any, caused by Grantee to the vegetation.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the vegetation.

(2) With regard to income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments caused by Grantee's use of the easement acquired under this instrument, Grantor: (check one)

- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to Grantor's income.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to Grantor's income.

(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's agents or contractors and to the extent allowed by law. If Grantee maintains commercial liability insurance, it must be issued by an insurer authorized to issue liability insurance in the State of Texas.

(4) If Grantee is subject to the electric transmission cost-of-service rate jurisdiction of the Public Utility Commission of Texas or has a net worth of at least $25 million, Grantee shall maintain commercial liability insurance or self-insurance at levels approved by the Public Utility Commission of Texas in the entity's most recent transmission cost-of-service base rate proceeding.

7 Pursuant to Section 21.0114(d) of the Texas Property Code, in addition to the terms set forth in Addenda A and B, a property owner may negotiate for the inclusion of the terms in this Addendum in any instrument conveying an easement to a private entity, as defined by Section 21.0114(a) of the Texas Property Code. The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

8 "Grantor" is the property owner from whom the Grantee is acquiring the pipeline or electric transmission line right-of-way easement.

9 "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the easement.

RESOLUTION NO. 2017-202

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY REAL PROPERTY INTERESTS NECESSARY OR APPROPRIATE, BY ANY INSTRUMENTS OF CONVEYANCE NECESSARY OR APPROPRIATE, FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH ALONG BRIARWOOD AVENUE FROM A POINT AT OR NEAR THE INTERSECTION OF BRIARWOOD AVENUE AND STATE HIGHWAY 158 TO A POINT APPROXIMATELY 200 FEET EAST OF THE INTERSECTION OF BRIARWOOD AVENUE AND AVALON DRIVE; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID REAL PROPERTY INTERESTS, PURCHASE TITLE INSURANCE POLICIES AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; APPROPRIATING FUNDS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, REAL PROPERTY INTERESTS, TITLE INSURANCE POLICIES AND CLOSING COSTS; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to acquire, on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith along Briarwood Avenue from a point at or near the intersection of Briarwood Avenue and State Highway 158 to a point approximately 200 feet east of the intersection of Briarwood Avenue and Avalon Drive; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to obtain appraisals, negotiate, execute and file all documents necessary to acquire said real property interests, purchase title insurance policies and hold the closings for said acquisitions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to acquire, on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith along Briarwood Avenue from a point at or near the intersection of Briarwood Avenue and State Highway 158 to a point approximately 200 feet east of the intersection of Briarwood Avenue and Avalon Drive.

SECTION TWO. That the City Manager is hereby authorized and directed to obtain appraisals, negotiate, execute and file all documents necessary to acquire the real property interests, purchase title insurance policies and hold the closings for said acquisitions at a title company selected by the City Manager.

SECTION THREE. That the sum of $60,000.00 is hereby appropriated from the General Fund (001) unappropriated fund balance account (35650) to the Briarwood Phase II project (800976).

SECTION FOUR. That the City Treasurer is hereby authorized and directed to pay for said appraisals, real property interests, title insurance policies, and closing costs in an amount not to exceed $60,000.00 out of funds available in the Briarwood Phase II project (800976) upon receipt of proper invoice or statement therefor approved by the City Manager.

SECTION FIVE. That the City Secretary is hereby authorized and directed to file, or ensure that the title company files, all instruments of conveyance acquired in accordance with this resolution in the Deed Records of Midland County, Texas. Copies of said instruments of conveyance shall be maintained on file in the City Secretary's Office.

On motion of Council member Love, seconded by Council member

Lacy, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 25th day of July, A.D., 2017, by the following vote:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

S:\Resolutions\Engineering\2017\Authorize Purchase of ROW - Briarwood.wpd

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 27th day of January 2016, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Parkhill, Smith & Cooper, Inc. hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Design & Right of Way Acquisition for the reconstruction of Briarwood Avenue from 500 feet west of County Road 1255 to 500 feet east of Avalon Drive for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Exhibit "A".

2. COMPANY shall perform the services described in Exhibit "A" (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $ 430,109.00 for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort

to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from January 27, 2016 until January 26, 2017 , unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

The CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to the COMPANY. The parties to this Agreement understand and agree that it is in the CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to the CITY. The COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of the CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of the CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. The CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of the CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The CITY does not have the power to direct the order in which the work is done. The CITY shall not have the right to control the means, methods or details of the COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits

Employers' Liability: $500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the CITY as an additional insured and waive subrogation in favor of the CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name the CITY as an additional insured and waive subrogation in favor of the CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of the CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of the CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name the CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the CITY. The CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

The COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the

Texas Legislature, and effective January 1, 2012. The COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the COMPANY.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE COMPANY SPECIFICALLY AGREES THAT IF THE COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH

COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. SOVEREIGN IMMUNITY

By executing this agreement the CITY is not waiving its right of sovereign immunity. The CITY is retaining its immunity from suit. The CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

The CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action

arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Parkhill, Smith & Cooper, Inc.
4222 85th St.
Lubbock, Texas 79423

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of the CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the CITY from any liability whatsoever. The CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant

to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. **PROMPT PAY ACT** - The CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

ATTEST

_____
Amy M. Turner, City Secretary

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Parkhill, Smith & Cooper, Inc. , known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____
Notary Public, State of Texas

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

FOR

The reconstruction of Briarwood Avenue from 500' west of CR 1255 to 500' east of Avalon Drive in the city of Midland, Texas (See map of limits next page)

GENERAL PROJECT OVERVIEW

The existing Briarwood facility is a two-lane rural section from SH 158 to east of N CR 1250. A three-lane section exists from east of N CR 1250 to west of Avalon Drive for approximately 1.2 miles. The typical right-of-way width is 80 feet. The ultimate reconstruction will result generally in approximately 1.6 miles (8500 feet) of a five lane urban arterial with concrete curb & gutter within a proposed typical right of way width of 120 feet. Continuous raised medians will be included where appropriate.

The work to be performed under this contract by Parkhill, Smith & Cooper, Inc. (PSC) (hereinafter referred to as the ENGINEER), will consist of a schematic level study including the following engineering services:

Roadway Design, Traffic Studies, Design and Boundary Surveys, Geotechnical Studies, Preliminary Drainage Studies, Environmental Studies, Public Involvement, Right-of-Way Maps and Legal Descriptions, Right-of-Way Acquisition, and Utilities Coordination.

GENERAL REQUIREMENTS

A. Design Resources

The work shall be developed in accordance with the latest editions of:

1. City Of Midland Storm Drainage Design Manual
2. City of Midland Master Drainage Plan
3. City of Midland Zoning and Transportation Master Plans
4. AASHTO's A Policy On Geometric Design Of Highways And Streets
5. The Texas Manual On Uniform Traffic Control Devices (TMUTCD)
6. Texas Accessibility Standards
7. TxDOT'S Roadway Design Manual
8. TxDOT'S Hydraulic Design Manual (To supplement City of Midland Drainage Manual)

B. City Coordination and Review Schedule

The ENGINEER shall coordinate issues and communications with the CITY's Project Manager. Draft schematics will be submitted for review at the 50%, 90% and 100% completion stages. The ENGINEER will

2016-015

City Council Agenda

APPROVED

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 1/26/2016

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution authorizing an agreement with Parkhill, Smith & Cooper, Inc. for design and right of way acquisition for the reconstruction of Briarwood Avenue from 500 feet west of County Road 1255 to 500 feet east of Avalon Drive for the Engineering Services Department.

Purpose:

Approval of a resolution to authorize a professional services agreement for the design and right of way acquisition for the reconstruction of Briarwood Avenue from 500 feet west of County Road 1255 to 500 feet east of Avalon Drive.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

$430,109.00 from the Midland Development Corporation

Discussion:

Resolution 2013-438 authorized Parkhill, Smith & Cooper, Inc. to provide professional engineering services for engineering designs and studies on an as-needed basis. Staff recommends a professional services agreement with Parkhill, Smith & Cooper, Inc. for the design and right of way acquisition for the reconstruction of Briarwood Avenue from 500 feet west of County Road 1255 to 500 feet east of Avalon Drive. Please see the attached memo from Matt Car, City Engineer, for further information.

Therefore, please consider a resolution authorizing a professional services agreement for design and right of way acquisition for the reconstruction of Briarwood Avenue from 500 feet west of County Road 1255 to 500 feet east of Avalon Drive Drive with Parkhill, Smith & Cooper, Inc. of Lubbock, Texas for a total cost of $430,109.00.

MIDLAND
Engineering Services

INTEROFFICE MEMORANDUM

TO: Fred Reyes, General Services Director

FROM: Matt Carr, City Engineer

SUBJECT: Resolution to approve a PSA with PSC in the amount NTE $430,109.00.
Briarwood Paving and Drainage Project Phase 2
P16-01-0000

DATE: January 13, 2016

Purpose:
Consider a resolution to approve a Professional Service Agreement with PSC, Inc. in an amount NTE $430,109 for Surveying, Design, Schematic development, ROW map preparation, and ROW appraisal work to support the development of plans to widen Briarwood Avenue from west of CR 1255 to Avalon Drive. (District #4 – Lacy)

Fiscal Impact:
Funds for the PSA will be provided by MDC in a future funding action.

Discussion:
Briarwood widening is being developed in phases/stages. The proposed work will be on the second (or middle) phase/stage of Briarwood from SH 158 to Holiday Hill Road.

The product provided by the consultant will be primarily a geometric schematic; however, by products of the work will include an OPC, a ROW map, parcel appraisals, and utility conflict analysis.

Attached is a project vicinity map.

COUNTY ROAD 60 / BRIARWOOD AVENUE
FROM SH 158
TO HOLIDAY HILL ROAD
Holiday Hill RD
Avalon DR
Briarwood Ave
CR 255
SH 158
Begin Project
End Project

attend a 50% and 90% submittal review meeting. Six (6) paper copies and an electronic copy will be provided for the submittal. Comments and revisions requested at the review meeting shall be incorporated into the drawings for the final submittal and filed with the ENGINEER's QA/QC Program files.

C. Progress Reporting and Invoicing

The ENGINEER shall submit a monthly written progress report and updated schedule to the CITY's Project Manager, regardless of whether the ENGINEER is invoicing for that month, in a format acceptable to the CITY. The ENGINEER's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; actionable items for both ENGINEER and the CITY, and overall project status, including a percent complete by task.

The ENGINEER shall prepare a design time schedule using the latest version of Microsoft Project. The schedules shall indicate tasks, subtasks, critical dates, milestone submittals, deliverables and review requirements in a format that depicts the interdependence of the various items. The ENGINEER shall provide assistance to the CITY in interpreting the schedules. The ENGINEER shall advise the CITY in writing if the ENGINEER is not able to meet the scheduled milestone review date. The updated schedule will accompany monthly progress reports and reflect the current status of activities along with the baseline schedule submitted with the work authorization.

The ENGINEER shall prepare a letter of transmittal to accompany each document submittal to the CITY. At a minimum, the letter of transmittal shall include the project name, project limits, and the CITY's contract number.

D. Quality Assurance and Quality Control

The ENGINEER shall provide peer review at all levels of project development. For each deliverable, the ENGINEER shall provide documentation that a formal QA/QC process has been implemented in preparation for a submittal. This includes submission of internal review and red-lines of that deliverable. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-lines are submitted. The CITY, at its sole discretion, may reject the actual deliverable should the ENGINEER fail to provide the evidence of quality control. The ENGINEER shall clearly label each document submitted for quality assurance as an internal mark-up document.

The ENGINEER shall review all sub consultant work and provide documentation of said review including, but not limited to, red-lines of the deliverable. The ENGINEER shall ensure that all sub consultants maintain a "check and record set" of deliverables in their project files. Where applicable, sub consultant internal red-lines shall also be included with each milestone submittal.

The ENGINEER shall perform Quality Control/Quality Assurance on all survey procedures, field surveys, data, and products prior to delivery to the CITY. If, at any time during the course of reviewing a survey submittal, it becomes apparent to the CITY that the submittal contains errors, omissions, or inconsistencies, the CITY may cease its review and immediately return the submittal to the ENGINEER for appropriate action by the ENGINEER. A submittal returned to the ENGINEER for this reason is not a submittal for purposes of the submission schedule.

Returned work will not be eligible for invoicing or payment for services.

EXHIBIT A

DESIGN PHASE SERVICES (TASKS 1 – 10)

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

The ENGINEER shall designate a Project Manager (PM), licensed to practice engineering in the State of Texas. The ENGINEER'S Project Manager and Task Leaders will be responsible for overall project development, daily management, and on-schedule delivery of schematics and supporting documentation. Frequent and appropriate communications will be maintained between the ENGINEER, CITY, and other interested parties to expedite completion of the project. This will involve routine correspondence through emails and phone calls as well as informal meetings involving stakeholders such as the CITY, TxDOT, adjacent landowners and developers, utility owners, and sub-consultants.

The ENGINEER shall:

1. Prepare monthly written progress reports, monthly invoices, and review sub consultants' invoices and progress reports.
2. Ensure regular progress of scheduled deliverables.
3. Prepare and maintain project schedule indicating tasks, critical dates, and deliverables. The schedule submittals shall be in electronic format. The updated schedule will accompany each monthly report.
4. Coordinate and attend Progress, Design and Review meetings. There will be a minimum of four (4) meetings associated with the Project Management and Administration task. This includes a project kickoff meeting, one coordination meeting with the City, and 50% and 90% review meetings. All meetings will occur in Midland unless otherwise directed by the CITY.
5. Prepare a written agenda followed by meeting minutes for distribution for all meetings.
6. Document, distribute, and file both written and electronic correspondence.
7. Document phone calls and conference calls as required during the project to coordinate the work for various team members.
8. Implement the QA/QC process throughout the project.
9. Manage and coordinate with sub consultants.
10. Perform management duties in project execution such as conducting internal coordination meetings, project coordination/communication, establishing project file structure, provide project direction to team, reviewing sub consultants' work to confirm completion of scope (separate and apart from QA/QC activities) and other various duties not previously described above.

TASK 2 – ROUTE AND DESIGN STUDIES

2.01 Data Collection and Field Reconnaissance
2.02 Design Criteria
2.03 Project Kickoff Meeting
2.04 Geotechnical Borings and Investigations

EXHIBIT A

Subtask 2.01 Data Collection and Field Reconnaissance
The ENGINEER shall collect, review and evaluate data described below. The ENGINEER shall notify the CITY in writing whenever the ENGINEER finds disagreement with the information or documents.

1. Data, if available from the CITY, including "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, GIS information, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, identified endangered species, identified hazardous material sites, current unit bid price information, and standard drawings.
   Upon receipt of Notice to Proceed, the ENGINEER will make a detailed list of information items requested from the CITY and submit this list to the City's project manager.
2. Documents for existing and proposed development along proposed route and local ordinances related to project development.
3. Utility plans and documents from appropriate agencies, including the One-Call System and Railroad Commission.
4. Readily available floodplain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), and other governmental agencies in addition to that provided by the CITY.
5. The ENGINEER shall conduct field reconnaissance, estimated at three (3) site visits, and collect data including a photographic record (to be maintained in ENGINEER's office) of notable existing features.

Subtask 2.02 Design Criteria
The ENGINEER shall develop project design criteria as set forth in the resources listed in paragraph A. (Design Resources) above. In addition, the ENGINEER shall prepare a Design Summary Report summarizing design criteria for the project, similar to the TxDOT Design Summary Report (TxDOT Form 2440). The Design Summary Report will be prepared electronically; however, all subsequent revisions will be made by hand, scanned for record, and forwarded to the CITY.

Subtask 2.03 Project Kickoff Meeting
The ENGINEER shall plan, attend and document a Project Kickoff Meeting to be held once Notice to Proceed has been issued. In preparation for the meeting, the ENGINEER shall provide the Design Summary Report as described in Subtask 2.02 (Design Criteria) above, which shall serve as a checklist for the minimum required design considerations. The ENGINEER shall develop a meeting attendees list for review and approval by the CITY. The ENGINEER shall identify preliminary alternatives and constraints and produce an aerial roll plot of the project to facilitate meeting discussions. The meeting will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss issues such as:

1. Roadway and drainage design considerations
2. Physical and environmental constraints
3. Local and regional traffic considerations
4. Environmental studies
5. Right-of-way acquisition
6. Stakeholder and public involvement plan
7. Project development schedule

EXHIBIT A

Subtask 2.04 Geotechnical Borings and Investigations
The ENGINEER shall collaborate with, direct, and review the work of the geotechnical consultant regarding scheduling, location and backfilling of bore holes, traffic control, reports interpretation, and pavement design. The following items are included in the ENGINEER's geotechnical studies coordination:

1. Manage daily coordination/communication with sub-consultant.
2. Review sub-consultant's traffic control plan.
3. Field-verify sub-consultant's traffic control plan.
4. Collaborate with sub-consultant in interpretation of geotechnical reports.
5. Perform life-cycle analysis and pavement design recommendations

See Attachment A (1) scope of geotechnical services by Terracon Consultants, Inc.

TASK 3 – ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

3.01 Environmental Studies
3.02 Public Involvement

Subtask 3.01 Environmental Studies
The ENGINEER shall collaborate with, direct, and review the work of the environmental consultant regarding scheduling, studies performed, and interpretation of results. The Engineer shall integrate the results of the environmental studies in the design decision making process and prepare exhibits showing resources and/or constraints in the project vicinity. Mitigation measures shall be evaluated and included in project design in coordination with the City.

See Attachment A (2) scope of environmental services by Civil Associates, Inc.

Subtask 3.02 Public Involvement
The CITY will be the principal contact for public/private inquiries regarding the project. The ENGINEER shall provide assistance when called upon by supplying the CITY with the necessary data to support the public information program.

The ENGINEER shall conduct meetings with impacted landowners on-site or at agreed upon locations. These will be on a 1-on-1 or 1-on-a few basis and do not refer to public meetings. The engineer shall provide explanations and drawings to help landowners understand the scope of improvements, scheduling, and

impacts to their frontage. Such meetings will be conducted with all adjacent landowners whose properties are affected by right of way taking or a change to existing frontage and access conditions. Meetings shall be scheduled and conducted in coordination with the City and minutes of the informal meetings shall be forwarded to the City.

The ENGINEER shall provide the following services as part of the public involvement task:

1. Prepare exhibits for meetings.
2. Prepare correspondence letters to impacted landowners.
3. Conduct meetings with impacted landowners
4. Prepare and submit meeting minutes
5. Evaluate design changes in light of information learned at meetings.

TASK 4 – SURVEYING

The ENGINEER shall collaborate with, direct, and review the work of the surveyor regarding scheduling of work, vertical and horizontal datums, monumentation and control, limits of topographic study, levels of precision, DTM and electronic file formatting, utilities location, permission rights for property entry, and traffic control.

The ENGINEER shall notify the CITY and secure permission to enter private property to perform any surveying activities needed off CITY right-of-way. The ENGINEER shall contact each property owner prior to entry onto the owner's property, and shall request concurrence from the CITY prior to entry. The ENGINEER shall not commit acts which would result in damages to private property, and the ENGINEER shall make every effort to comply with the wishes and address the concerns of affected private property owners. The right of entry documents shall be designed so that landowners can *allow* or *refuse* different kinds of field reconnaissance on their properties, i.e. ♦ topographic surveys, ♦ environmental studies, ♦ geotechnical studies, ♦ utilities investigations, etc.

The following items are included in the ENGINEER's survey related tasks:

1. Manage daily coordination/communication with surveyor.
2. Establish limits of field survey.
3. Prepare correspondence securing right of property entry for surveying and other reconnaissance.
4. Conduct site visits as necessary to confirm site conditions and survey limits.
5. Review electronic DTM and reconcile topographic survey files.

See Attachment A (3) scope of surveying services by Piper Surveying

EXHIBIT A

TASK 5 – RIGHT-OF-WAY DATA

The ENGINEER shall prepare right-of-way maps, metes and bounds descriptions, right-of-way take sheets and other materials required for conveyance of the new right-of-way to the City of Midland.

5.01 Right-of-Way Maps and Individual Parcel Exhibits
5.02 Right-of-Way Coordination/Acquisition

Subtask 5.01 Right-of-Way Maps and Individual Parcel Exhibits
The ENGINEER shall collaborate with, direct, and review the work of the surveyor regarding preparation of parcel mapping and metes and bounds documents for right-of-way acquisition. This will involve deed records research, permission rights for property entry and boundary survey, and preparation of parcel maps, easements, and metes and bounds documents for records filing. All procedures shall conform to City requirements and the Texas Board of Professional Land Surveying Practices Act.

The following items are included in this task:

1. Perform boundary surveys and develop existing right of way strip maps.(11 parcels)
2. Establish right of way needs in conjunction with the schematics design process.
3. Prepare proposed right of way maps for planning and meetings with the City and landowners.
4. Prepare maps and exhibits with field notes for right-of-way acquisition for each parcel taking. Submit three (3) copies of acquisition documents with parent tract deeds and traverse sheets to the CITY for preliminary review. All final deliverables shall be signed and sealed by a Texas Registered Professional Land Surveyor.
5. Set right-of-way markers at new property boundaries along Briarwood Ave.

See Attachment A (3) scope of ROW mapping services by Piper Surveying

Subtask 5.02 Right-of-Way Coordination/Acquisition

The ENGINEER shall facilitate a right-of-way acquisition planning meeting with the CITY prior to initial correspondence with impacted landowners. The meeting should cover applicable regulations regarding acquisition of real property, strategy for initial and pre-appraisal landowner meetings, appraiser selection, property encumbrances and their impact on the project, fences and other improvements, utility relocation and the schedule for acquisition, especially in relation to roadway construction schedules.

The ENGINEER shall conduct the right-of-way acquisition process in strict coordination with the CITY.

The following items are included in the Right-of-Way Coordination tasks:

1. Coordinate, attend, and prepare agenda and meeting minutes for one (1) right-of-way planning meeting with the City.

2. Routine reporting to and coordination with CITY and legal department.
3. Research property title and ownership.
4. Prepare and mail initial letters to landowners
5. Conduct on-site individual landowner meetings/negotiations for up to 12 parcels.
6. Coordinate and review appraisals for up to 4 parcels.
7. Develop and provide GIS exhibits to property owners for up to 12 parcels, and mappable deeds for 12 primary parcels and 45 adjacent parcels for surveyors, and map encumbrances (required for surveying).
8. Provide written Initial Offer to 12 landowners.
9. Arrange closing, perform stand up title search prior to recording, record documents in County records for up to 12 parcels.
10. Maintain ROW Tracking Spreadsheet throughout project development.

See above Subtask 5.02 for scope of ROW acquisition services by Hilliard Energy

TASK 6 – UTILITIES

6.01 Utility Coordination
6.02 Subsurface Utility Engineering (SUE)

Subtask 6.01 Utility Coordination

The ENGINEER shall use as-built and record drawings of utilities provided by owners and the CITY, above ground markers and appurtenances from the topographic survey, and information provided by the One-Call System to establish preliminary locations of all existing utilities. Through the ongoing coordination process with utility owners, more precise horizontal and vertical locations will be established. In the event critical design or planning decisions are impeded by uncertainty regarding facility locations, the CITY will assist with subsurface investigations, if possible. Alternatively, the contract may be amended to commission the services of a SUE specialist.

The ENGINEER shall conduct correspondence with utility owners at initial project stages. This correspondence will serve to inform of the proposed project scope and construction timeline as well as an invitation to a coordination meeting to solicit input from all utility owners. The ENGINEER shall schedule the venue and time and conduct said meeting in coordination with the CITY. The ENGINEER shall provide preliminary plan-profile drawings or schematic roll, preliminary cross sections, and other design data necessary for utility owners and the Engineer to make determinations regarding conflicts. Additional coordination shall be conducted, as necessary, so utility owners can make decisions regarding budgeting, relocation design, and scheduling. For the purposes of this scope, all conflicts shall be identified and a viable plan and schedule for relocation established and approved by the City.

The ENGINEER shall conduct one-on-one utility meetings on site to ensure thorough communication and

understanding between the ENGINEER and utility owner regarding project design, utility conflicts, and conflict resolution.

The ENGINEER shall prepare a *UTILITY TRACKING SPREADSHEET* describing the disposition of each utility along with owner identification data, key contact personnel, estimated relocation schedule, relevant right-of-way parcel acquisition or right of entry status. This spreadsheet will be updated and maintained through the course of project development.

The following items are included in the utility coordination tasks:

1. Determine location of existing utilities.
2. Attend four (4) meetings as follows:
   a. Coordinate and host a utility kickoff meeting.
   b. Three (3) days of group or one-on-one site meetings.
3. Maintain routine coordination/communication with utility owners.
4. Distribute design exhibits and data throughout project development.
5. Review utility relocation plans and schedules.
6. Maintain a UTILITY TRACKING SPREADSHEET.

TASK 7 – ROADWAY DESIGN CONTROLS

7.01 Schematics Design
7.02 Typical Sections
7.03 Grading Cross Sections
7.04 Pedestrian and Bicycle Facilities
7.05 Intersection Design
7.06 Traffic Control
7.07 Miscellaneous
7.08 City review

Subtask 7.01 Schematics Design

A design schematic will be developed in conformance with city, state and other prevailing guidelines, as applicable. The ENGINEER shall establish design criteria as described in Task 2 and make recommendations and obtain approval from the CITY regarding any departure or variation from industry guidelines. The Engineer shall develop the schematic horizontal and vertical geometric design in consideration of environmental constraints, right of way and public involvement, utilities, budgeting, City coordination meetings, etc. The full geometric schematic will show both plan and profile views and be plotted on a 36" continuous roll at a scale of 1"=100' horizontal and 1"=10' vertical. The schematic will be submitted to the City electronically for intermediate reviews and on hard copy for meetings.

The plan view shall contain the following design elements:

1. Existing topographical information.
2. Roadway baseline(s) with horizontal alignment data

3. Proposed pavement edges.
4. Proposed pavement markings.
5. Lane and pavement width dimensions.
6. Existing and proposed culverts, channels and other major drainage features.
7. Direction of traffic flow on all roadways.
8. ROW lines and easements.
9. Utilities
10. Side streets and intersections
11. Proposed pedestrian and bicycle features
12. Existing and proposed typical sections
13. Design Speed
14. Functional Roadway Class
15. Exist and Proposed ADT

The profile view shall contain the following design elements:

1. Profile grade line with vertical curve data
2. Existing and proposed profiles along the proposed baseline of the roadway.
3. Existing and proposed elevations at 50' intervals
4. The location and cross section of any proposed or existing roadway, drainage structure, or utility crossing.

Subtask 7.02 Typical Section
The ENGINEER shall prepare typical sections for the existing and proposed facilities to be shown on the schematic. The proposed sections will show existing and proposed ROW, lane widths, curb, medians, sidewalks, border areas, and dedicated turn and decel lanes. A pavement structure will be shown for context, but no design detail will be provided.

Subtask 7.03 Grading Cross Sections
The ENGINEER shall develop an earthwork analysis to determine cut and fill quantities and provide design cross sections at 50 feet intervals and at locations of non-uniform or significant variation in terrain. At a minimum, sections will extend laterally to the ultimate right-of-way limits. Cross-sections will be developed to the 60% stage of completion and form the basis for right of way and utility considerations as well as preliminary earthwork costs.

Subtask 7.04 Pedestrian and Bicycle Facilities Concept
The ENGINEER shall evaluate the application of pedestrian and bicycle elements in the design of the facility.

Subtask 7.05 Intersection Design Concept
The ENGINEER shall evaluate the configuration of major intersections, including the application of future signalization and illumination, pedestrian facilities, turning lanes, and additional ROW needs.

Subtask 7.06 Traffic Control Concept
The ENGINEER shall evaluate the project design with respect to traffic control and construction phasing to ensure no unforeseen flaws or significant impacts are overlooked. This includes consideration of access at

intersecting private drives, businesses, and public roads, new intersection construction, and transitions at project ends, etc.

Subtask 7.07 Miscellaneous
The ENGINEER shall develop reference files and line work for the schematic to illustrate proposed pavement edges, curbs, intersections, sidewalks, driveways, drainage structures, pavement markings, traffic control phasing, etc. The ENGINEER shall annotate the schematic to illustrate key proposed features, including those items listed in Subtask 7.01 above.

Subtask 7.08 City Review
The ENGINEER shall make revisions to the design schematics based upon feedback received at the 50% and 90% review meetings.

TASK 8 – DRAINAGE

8.01 Hydrologic Analyses
8.02 Hydraulic Analyses
8.03 FEMA and Local FPA Coordination

1. **Hydrologic Analyses** – The ENGINEER shall establish the design year event(s) as described in Task 2. The Engineer shall identify drainage boundaries and evaluate basin areas and characteristics through site visits, City GIS and aerial photographs, and other resources such as TNRIS, USGS, NRCS, etc. The ENGINEER shall estimate peak flows at critical locations using industry accepted methodologies and computer models. For the scope of this project, it is anticipated that major drainage areas and runoff rates will be analyzed using the Runoff Curve Number Method. The Rational Method will be used for smaller areas within the right of way. The ENGINEER shall review drainage area boundaries, estimated flows, and outfall system locations for compatibility with the CITY's Master Drainage Plan. Key hydrologic calculations will be tabulated for reference and review upon request by the City.

2. **Hydraulic Analyses** – The ENGINEER shall estimate locations and preliminary sizes of significant drainage features such as culvert crossings, storm sewers, channels, detention basins, and outfalls.

3. **FEMA and Local FPA Coordination** – The ENGINEER shall identify and document conditions requiring coordination with FEMA and local floodplain administrators. If it is determined that coordination is required, the ENGINEER will prepare an initial letter of correspondence to the appropriate recipients.

TASK 9 ESTIMATE

The ENGINEER shall develop a preliminary opinion of probable cost for the proposed improvements based on the design schematic.

EXHIBIT A

DELIVERABLES

PROJECT 1: The ENGINEER shall provide the following:

1. Design Schematic (Hard copies for meetings and electronically for intermediate reviews)
2. Environmental Documentation, including Technical Paper and Constraints Map (See attached Civil Associates, Inc. scope)
3. Geotechnical Documentation and Pavement Design Report (See attached Terracon scope)
4. Tabulation of drainage calculations
5. Utility Status Tracking Spreadsheet
6. ROW Status Tracking Spreadsheet
7. ROW instruments
8. Preliminary Estimate of Construction Cost
9. ENGINEER's internal QA/QC red-lines
10. Digital copies of above items

EXHIBIT A

ATTACHMENT A

(1) Scope of services by Terracon Consultants

Terracon

December 16, 2015

Parkhill Smith & Cooper
4222 85th Street
Lubbock, Texas 79423

Attn: Mr. John F. Hellinghausen, P.E.
Project Engineer
P: 806.473.3662
E: JHellinghausen@team-psc.com

RE: Proposal for Geotechnical Engineering Services, Revision 3
Briarwood Corridor Project – Midland, TX
Briarwood Avenue (CR 60) from 500' west of CR1255 to 500' east of Avalon Drive
Midland, Texas 79707
Terracon Proposal No. PA4130233A

Dear Mr. Hellinghausen:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the scope of services to be performed by Terracon for this project and provides cost information for our services.

A. PROJECT INFORMATION

Site Location

ITEM	DESCRIPTION
Location	An approximately 1.6 miles long section of Briarwood Avenue (West County Road 60) from west of County Road 1255 to Avalon Drive in Midland, Texas.
Existing improvements	Existing asphalt-paved road, the majority of this section of Briarwood Avenue is a two-lane and two directional roads. In the middle portion of this section, there is a turn lane, so the middle section currently has 3 lanes. Approximately 20 to 25 feet wide border areas typically exist on both sides of the road. However, the border areas have gentle slopes and some portions have ditches. Overhead power lines also exist along both sides of the border areas. Several entrances to businesses, residential subdivisions and ranches, which are commonly used for turn-around areas, exist along this section of Briarwood Avenue.

Current ground cover	Asphalt paved on existing road, and exposed soils with patches of vegetation on the shoulders
Existing topography	Gently slopes

Project Description

ITEM	DESCRIPTION
Proposed construction	▫ The project will include construction of 1.6 miles of approximately 70 feet wide pavement sections. The corridor will consist of opposite-directional lanes. Some sections of the corridor will have medians constructed at the central portion. ▫ The alignment of the new widened corridor will be in general conformance with the existing road. ▫ The existing road will be demolished. Demolished asphalt pavement and base course materials may be salvaged to be used for base course of new roads, if appropriate.
Traffic loads	▫ An estimated 100,000 ESAL with 7-10% trucks for traffic volume. ▫ Actual design loads to be based on traffic data furnished by the City of Midland.
Grading	Expected to be within 2 to 4 feet of existing grades
Cut and fill slopes	Assumed to be no steeper than 3H:1V (Horizontal to Vertical)
Free-standing retaining walls	None
Below Grade Areas	None

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

The purpose of this study will be to evaluate the pertinent geotechnical conditions at the site and to develop geotechnical parameters, which will assist in the design and construction of pavements and other road-development elements. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services. A brief summary of the services to be provided by Terracon is provided in the following paragraphs.

Field Program: Terracon plans to conduct a total of six (6) soil-testing borings, roughly about one boring every 1,500 feet on the existing pavement or border areas. The planned number of borings and depths are tabulated below:

BORING LOCATION DESCRIPTION	QUANTITY	APROX. DEPTH (FEET)	DRILLING FOOTAGE (FEET)
Existing Pavement	3	8	24
Border Areas on Both Sides of Existing Pavement	3	10	30
TOTAL NUMBER OF BORINGS AND DRILLING FOOTAGE	**6**		**54**

* or to auger refusal, whichever occurs first.

The borings will be located using hand measuring equipment and estimating angles and distances from existing features. The layout of the borings and test locations will be approximate. The boring depths will be measured from existing grades. **The boring locations will be painted on existing pavement or staked in non-paved areas with labels, to allow surveyors to survey borehole locations.**

Coring of surficial asphalt pavement layer will be conducted at 3 locations along this study section of the Briarwood Avenue. Thickness of base course material will be measured at these locations after the asphalt cores are removed. The asphalt core samples will be transported to our laboratory for measurement and testing. The cored sections will be patched with cold asphalt patching material. In other boring locations that are conducted on the existing pavement, thicknesses of asphalt and base course layers will be measured.

The drilling services for this project will be performed by a drilling subcontractor. Sampling will be in general accordance with industry standard procedures using solid- or hollow-stem augers to the specified depths or auger refusal, whichever is shallower. The SPT Samples will be collected at intervals of about 2 feet in the upper 10 feet. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. Borings will be backfilled with soil cuttings upon completion of drilling. For borings conducted on the existing pavement, the upper portion of the borings will be patched with cold asphalt patching material.

This proposal assumes that the existing road and its border areas can be accessed with a truck-mounted drilling rig during normal business hours and does not include services associated with surveying of boring locations, site clearing, location of on-site underground utilities, or the use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist along the study section of the road, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Dig TESS, a free utility locating service, to help locate public utilities within the vicinity of the site. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be

responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Terracon plans to retain a subcontractor to set up traffic control signs and cones and conduct traffic control during the drilling operations on the road and on its border areas. A traffic-control plan (TCP) used by the traffic-control subcontractor will follow Texas Manual on Uniform Traffic Control Devices (MUTCD), standard TCP sheets TCP (1-1)-12, TCP (1-2)-12 or other standards as applicable.

Laboratory Testing: The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. Testing will be performed under the direction of a geotechnical engineer and will include but not limited to the following:

- Natural moisture content tests (20);
- Atterberg Limits tests (12);
- Wash 200 sieve analyses (12);
- Full-range sieve analyses on existing base course materials (2)
- Standard Proctor tests (2); and
- California Bearing Ratio (CBR) tests (2)

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional Geotechnical Engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provide boring logs and boring location plans.

The report will also provide Geotechnical Engineering recommendations which will address the following:

- Computer generated boring logs with soil stratification based on visual soil classification.
- Summarized laboratory data.
- Groundwater levels observed during and after completion of drilling.
- Boring location plan.
- Subsurface exploration procedures.
- Encountered soils conditions including type and consistency/relative density.
- Subgrade preparation/ earthwork recommendations.
- Pavement analysis and design for flexible roadway section (HMAC and crushed base).
- Pavement analysis and design for an alternate rigid pavement sections, if deemed necessary.
- Evaluation of the option of using salvaged existing roadway materials as base course in new pavement section.

Pavement designs will be performed using the AASHTO Method. Design parameters such as Serviceability Index and Reliability Percentage (corresponding to TxDOT Confidence Level) will be based on AASHTO Guidelines unless otherwise specified by the City of Midland.

Schedule. Depending on driller's availability, we can initiate our field program within eight to twelve working days following authorization to proceed, if site access and weather conditions will permit. Fieldwork will require about 2 to 3 working days, weather permitting. We anticipate completion of our services and submittal of our final report within three to four weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

C. COMPENSATION

Our engineering and report preparation services will be performed on a lump sum basis. For the scope of work discussed above, we estimate a lump-sum cost of **$21,493**.

If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

We are available to review earthwork and foundation related portions of project drawings and specifications and to confer with the design team after submittal of our report. Such follow-up services are beyond the scope of this proposal and would be charged at $160.00 per hour for a Senior Engineer and $180.00 per hour for a Principal Engineer. We will obtain your specific authorization prior to providing any additional services.

D. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
Terracon Consultants, Inc.

Jon Sheng, P.E.
Principal, Geotechnical Department Manager

Thomas R. Schlegel, P.E.
Office Manager

Attachments: Agreement for Services

ATTACHMENT A

(2) Scope of services by Civil Associates

Civil Associates, Inc.

9330 LBJ Freeway, Suite 1150
Dallas, Texas 75243-3497
214.703.5151
fax 214.703.5150
www.civilassociates.com

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Phase 2 BRIARWOOD AVENUE IMPROVEMENTS

Environmental Constraints Mapping and Technical Memorandum

From: 500 Feet West of CR 1255

To: 500 Feet East of Avalon Drive

City of Midland, Midland County, Texas

Parkhill, Smith & Cooper

November 05, 2015

PROJECT UNDERSTANDING

Civil Associates, Inc. (CAI) was requested by Parkhill, Smith & Cooper (PSC) to conduct environmental constraints identification and mapping of Briarwood Avenue (W. County Road 60) from 500 feet west of CR 1255 (Trobaugh Boulevard) to 500 feet east of Avalon Drive (N. County Road 1240) in Midland, Texas. The project is approximately 1.6 miles long. An environmental constraints map and a technical memorandum summarizing the results will be prepared. The existing Briarwood Avenue is a two-lane rural section from SH 158 to west of North CR 1250 and a three-lane section from west of North CR 1250 to west of Avalon Drive. The existing typical right-of-way (ROW) width is 80 feet. The proposed project is a five-lane urban arterial with concrete curb and gutter and continuous raised medians within a typical ROW width of 120 feet. This scope of services is described as follows:

1. **Project Management And Coordination**
   Coordination with PSC, invoicing, progress reports, and quality assurance/control.

2. **Data Collection**
   Collect and review data associated with surrounding terrain and land use, historic resources, known archeological sites, relocation(s)/displacement(s), public facilities, threatened/endangered species, and hazardous materials. PSC will provide CAI photographs to be used in lieu of site reconnaissance to identify potential environmental constraints, as practical. This includes identifying existing land uses, public facilities, traffic noise receivers, potential displacements, and noting the locations of known and potential hazardous materials facilities.

3. **Constraints Map and Technical Memorandum**
   CAI will produce an environmental, physical, and human constraints map for the proposed study area. The identification of these constraints will aid in the evaluation of the proposed project. For each of the categories listed below, CAI will perform the necessary background data search to gather appropriate data for a constraints analysis, completion of a constraints map (11"x17" in PDF), and preparation of a Technical Memorandum (in PDF).

   - Land Use: CAI will identify various land uses throughout the proposed project area. Particular attention will be paid to the identification of potential Section 4(f) properties (parks, historic sites).

- Traffic Noise: CAI will identify potential traffic noise receptors within 500 feet of the proposed project and the relative potential for noise barriers or other mitigation, but does not include any modeling of traffic noise for each individual receptor.

- Cultural Resources—Historic Resources: Historic resources desktop research for the project area will be conducted to determine if any previously recorded historic resources are located within the proposed project area.

- Cultural Resources—Archeology: Archeological desktop research for the project area will be conducted to determine if any previously recorded archaeological surveys and sites have been documented within the proposed project area.

- Biological Resources: CAI will perform a characterization of project area biological resources including vegetation and wildlife habitat characteristics. Known ecologically sensitive resources, including protected species if any, will be identified to assess potential effects of project construction and operation (based on TPWD Natural Diversity Database occurrence data).

- Hazardous Materials: A database search for potential hazardous materials will be conducted and included as part of the constraints map

4. **Assumptions/ Limitations**
   - No site reconnaissance will be conducted.
   - No hazardous materials sampling will be conducted.
   - No intensive level biological surveys will be conducted.

5. **Fee**
   The lump-sum fee for this effort is $11,458.26 and will be invoiced as a percentage of completion on a monthly basis.

ATTACHMENT A

(3) Scope of services by Piper Surveying

Scope of Surveying Services for Briarwood Avenue, City of Midland, Midland County, Texas

From: 500 feet West of CR 1255

To: 500 feet East of Avalon Drive

Project Survey Length = 9100 linear feet (500' West of Trobaugh Blvd. to 500' East of Avalon Drive)

Survey Width = 200 linear feet (100' South of section line/centerline, 100' North of section line/centerline)

Intersecting Streets = Nine (9) at 300' length by 100' width being 50 either side of apparent centerline

I. Horizontal and Vertical Control Survey

Establish horizontal and vertical control for the project. The horizontal control shall be on NAD83, Central Zone based on the City of Midlands Existing Control Monuments. The vertical control shall be tied to existing City of Midland vertical datum (NAVD1988) and temporary control points both horizontal and vertical shall be iron pipes or rods with aluminum cap set in concrete approximately every 1,000 feet for construction purposes.

Deliverable: Provide a 22"x34" Horizontal and Vertical Survey Control plan sheet, signed and sealed by a Registered Professional Land Surveyor. The control sheet shall provide a scaled layout, with descriptions, of primary and secondary points used to develop the project, as well as construction control points for building the project.

II. Topographical & Design Survey

Tie all improvements X, Y, & Z including water valves, storm drains, manholes, driveways, curbs, all landscape trees and trees 6" diameter and larger, signs, buildings (w/finished floor elevations), sidewalks, pavement edges, pavement striping, power poles, etc. throughout project limits. Where accessible, provide flowline elevations of all sanitary sewer and storm drainage inlets. For the length of the project, the survey shall include 50-foot interval cross sections extending approximately 200 feet wide.

For all Intersecting Streets including the following, the survey shall extend 300 feet from Briarwood centerline along the apparent side road right-of-way centerline for a width of 50 feet each side: Avalon Drive, Roadrunner Trail, Golden Gate Drive, Coyote Trail, Tumbleweed Trail, N County Road 1247, Heidelberg Lane, N County Rd 1250, and Trobaugh Blvd.

Tie or stake the soil boring locations as required by the engineer.

Submit a Dig Test Call for the project and survey or locate each utility marked by One Call System.

Scope of Surveying Services for Briarwood Avenue, City of Midland, Midland County, Texas

Deliverables – 1) Provide a 3-dimensional digital model (DTM) of the survey of improvements and terrain shots. Use an acceptable menu of assigned levels or layers (or agreed upon format) to separate the various spots and break lines by category, i.e. water valve, telephone marker, tree, concrete curb, natural ground, etc. The DTM shall be developed in AutoCAD format and shall be accompanied by a digital copy of all field notes and an ASCII file of all points. 2) Provide a Triangular Irregular Network (TIN) file, which, in the judgement of the Registered Professional Land Surveyor overseeing the work, represents the 3-dimensional (relief) surface of the project limits.

III. Right-of-Way Surveying and Mapping

(Part A before Alignment design)

Research parcels/lots along Briarwood Avenue and all connecting side streets and obtain copies of subdivision plats, utility easements, right of ways, and copies of deeds.

Provide an Auto-cad coordinate referenced deed plat of existing right of way lines to be used for design and right-of-way needs determinations. This drawing with show the addresses of parcels/lots shall be obtained and shown on the final survey drawings.

Show the located or found monuments and Analyze and calculate the existing right-of-way and property lines for the adjoining parcels.

(Part B after Alignment design by Engineer)

Prepare a metes and bounds descriptions and exhibit plats on letter size for up to eleven (11) proposed right-of-way parcels to City of Midland standards.
Compensation for additional right-of-way documents and surveys beyond eleven (11) will be addressed on a special (contingency) rate shown on the fee schedule.

Prepare a metes and bounds description and exhibit plats on letter size for up to three (3) proposed permanent drainage easements to City of Midland standards. Compensation for additional drainage easement documents beyond three (3) will be addressed on a special (contingency) rate shown on the fee schedule.

Set new right-of-way monuments including parcel and easement corners with iron rods and plastic cap for each parcel surveyed.

Deliverables – 1)Provide electronic and five (5) hard copies of all approved, signed and sealed originals for the City of Midland.

COUNTY ROAD 60 / BRIARWOOD AVENUE
FROM SH 158
TO HOLIDAY HILL ROAD
Holiday Hill Rd
Avalon Dr
Briarwood Ave
CR 1255
SH 158
End Project
Begin Project
N
0 250 500 1,000 1,500 2,000 Feet
1 inch = 500 feet



MIDLAND
Feel the Energy!

ROW Exhibit
Briarwood Phase 2
June 15, 2017

N

2017-202

City Council Agenda

APPROVED

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: 07/25/2017

TO: City Council / City Manager

FROM: Matt Carr, City Engineer

SUBJECT: Consider a resolution authorizing the City Manager to negotiate and purchase on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith along Briarwood Avenue from the intersection of State Highway (SH) 158 to a point 200 feet east of the intersection of Avalon Drive. The scope includes: to seek an appraisal (when necessary), and upon final acceptance of the agreement by City Council to execute any documents, paperwork, titles, deeds, etc. necessary to complete the Right-of-Way acquisition; and ordering recordation by the City Secretary. (District #4 — Lacy)

Purpose:
Consider a resolution authorizing the City Manager to negotiate and purchase on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith along Briarwood Avenue from the intersection of State Highway (SH) 158 to a point 200 feet east of the intersection of Avalon Drive. The scope includes: to seek an appraisal (when necessary), and upon final acceptance of the agreement by City Council to execute any documents, paperwork, titles, deeds, etc. necessary to complete the Right-of-Way acquisition; and ordering recordation by the City Secretary. (District #4 — Lacy)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

$60,000 shall be appropriated from the General Fund (001) unappropriated fund balance account (35650) to the Briarwood Phase II project (800976).

Discussion:
Briarwood Avenue is planned to be widened from an existing two-lane/three-lane roadway to a four-lane divided roadway. Additional ROW is required to provide for the wider paving section and to accommodate future sidewalk and utilities.

Council Resolution 2016-015 authorized a PSA with a consultant to design the roadway improvements and to identify ROW needs. During the course of design work, approximately 12 parcels have been identified for acquisition.

Funds are available for the acquisition; however, these funds are currently encumbered in a project for the construction of the first phase of Briarwood. The acquisition of property from one landowner is time-sensitive.

For this reason, $60,000.00 is needed to be borrowed from the general fund for the purchase of this time-sensitive acquisition. These funds will be returned in a future council action once the Phase 1 project is closed.

Staff supports accepting this resolution. Attached is a location map of the project.

City Council Meeting

Item Number: 24

Meeting Date: February 27, 2024, March 19, 2024

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.027-ACRE PORTION OF FIREWHEEL ROAD RIGHT-OF-WAY AND NORTH FAIRGROUNDS ROAD RIGHT-OF-WAY LOCATED ADJACENT TO LOT 83, BLOCK 1, MOCKINGBIRD RIDGE, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF FIREWHEEL ROAD AND NORTH FAIRGROUNDS ROAD); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $11.92; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Betenbough Homes, LLC, is requesting to vacate a 0.027-acre portion of Firewheel Road right-of-way and a portion of North Fairgrounds Road right-of-way, located adjacent to Lot 83, Block 1, Mockingbird Ridge, Section 1, City and County of Midland, Texas in order to add a monument sign.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2024 appraised value of the right-of-way is a total value of $11.92.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The applicant is seeking to vacate a 0.027-acre (1,176.12 square feet) of the Firewheel Road right-of-way to construct a monument sign for the Mockingbird Ridge subdivision out of the City's right-of-way.

The Midland Central Appraisal District's appraisal of this land at a total of $11.92 using the formula of 1192 square feet X .01 = $11.92.

The property owner will not replat but take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No comments.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comment

AT&T: (Approved)

We don't show cable going down that road. If we did, we would be down the sides, not in the center.

Atmos: (Approved)

Atmos Energy has no objection to the above-referenced changes to the street right of way located on Firewheel Dr., east of Fairgrounds Rd. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.

Astound: (Approved)

If this is the new subdivision of Betenbough off of Fairgrounds Road we do not have anything in that area.

Oncor: (Approved)

Oncor has reviewed and is clear and can move forward with the vacation.

Altice USA: (Approved)

We “Optimum” do not have any plant located on your map location.

Our plant is in the front easement, we did not cross the location marked on your map, in what was originally marked as Overshine Ln. And is now **Firewheel Ln.**

Planning: (Approved with Conditions)

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of this vacation subject to condition A.

Conditions:

A. **That the value of the property shall be $11.92.**

Letters of Objection:

As of February 21, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.027-ACRE PORTION OF FIREWHEEL ROAD RIGHT-OF-WAY AND NORTH FAIRGROUNDS ROAD RIGHT-OF-WAY LOCATED ADJACENT TO LOT 83, BLOCK 1, MOCKINGBIRD RIDGE, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF FIREWHEEL ROAD AND NORTH FAIRGROUNDS ROAD); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $11.92; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.027-acre portion of Firewheel Road right-of-way and North Fairgrounds Road right-of-way located adjacent to Lot 83, Block 1, Mockingbird Ridge, Section 1, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the Assistant City Manager has appraised the value of the City's property interest in the Property at $11.92, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Property is hereby vacated and abandoned for all public

purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until the City of Midland has received from the property owner(s) the sum of $11.92.

SECTION THREE. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

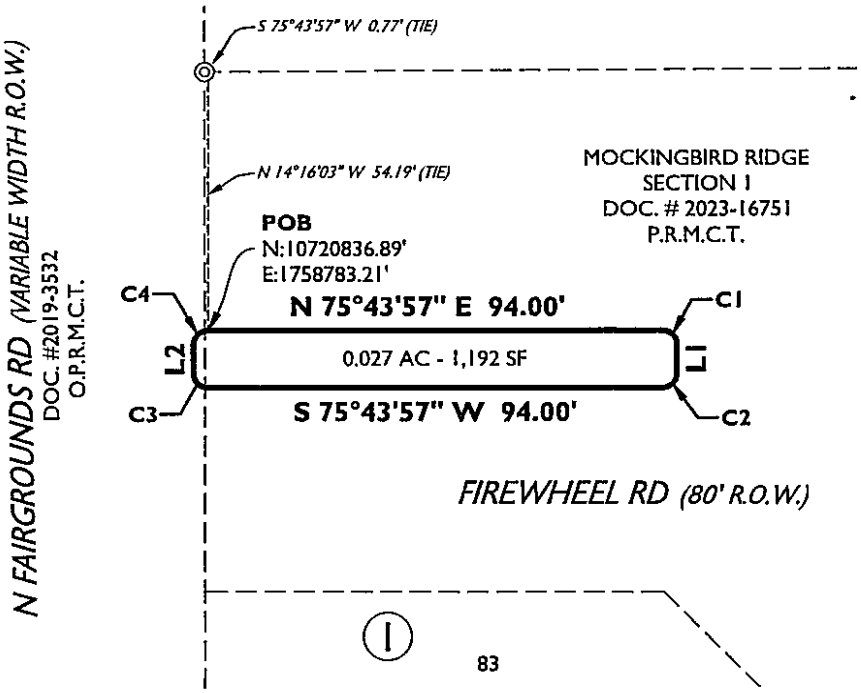
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

"EXHIBIT A"



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4.71'	3.00'	4.24'	S 59° 16' 03" E	90°00'00"
C2	4.71'	3.00'	4.24'	S 30° 43' 57" W	90°00'00"
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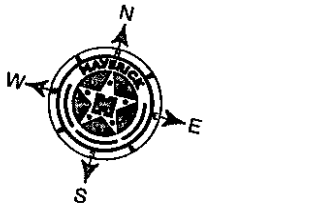

0' 40' 80'

SCALE 1" = 40'

FIELD NOTE DESCRIPTION OF A 0.027 ACRE TRACT OF LAND, BEING IN-PART OUT OF FIREWHEEL ROAD RIGHT-OF-WAY, A PUBLIC ROADWAY, DEDICATED PER MOCKINGBIRD RIDGE, SECTION 1, A SUBDIVISION OF THE CITY OF MIDLAND ACCORDING TO THE PLAT OF RECORD FILED AS DOCUMENT NUMBER 2023-16751, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PR), AND BEING IN-PART OUT OF NORTH FAIRGROUNDS ROAD RIGHT-OF-WAY, A PUBLIC ROADWAY, AS DESCRIBED IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2019-3532, OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, ALL AFORESAID BEING SITUATED WITHIN SECTION 18, BLOCK 38, TOWNSHIP ONE SOUTH, ABSTRACT 734, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING *AT N(y):10720836.89 E(x):1758783.21, A POINT IN SAID FIREWHEEL ROAD, FROM WHICH A ONE HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" FOR THE RECORD NORTH NORTHWEST CORNER OF SAID MOCKINGBIRD RIDGE, SECTION 1 BEARS, N.14°16'03"W., 54.19 FEET, AND S.75°43'57"W., 0.77 FEET, SAME BEING A POINT AT THE APPROXIMATE BACK OF EXISTING CURB AND A POINT IN THE NORTH LINE HEREOF;*

THENCE *THE FOLLOWING SEVEN (7) COURSES INTERIOR TO SAID RIGHTS-OF-WAY, ALL TO POINTS ALONG THE APPROXIMATE BACK OF EXISTING CURB;*

1. *N.75°43'57"E., PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION, 94.00 FEET TO THE POINT OF DEFLECTION FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 3.00 FEET AND A CHORD BEARING AND DISTANCE OF, S.59°16'03"E., 4.24 FEET;*
2. *ALONG SAID CURVE BEING CONVEX TO THIS TRACT, 4.71 FEET TO THE POINT OF TANGENCY;*
3. *S.14°16'03"E., 6.00 FEET TO THE POINT OF DEFLECTION FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 3.00 FEET AND A CHORD BEARING AND DISTANCE OF, S.30°43'57"W., 4.24 FEET;*
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THENCE *ALONG SAID CURVE BEING CONVEX TO THIS TRACT, 4.71 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 0.027 ACRES OR 1,192 SQUARE FEET OF LAND.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT.*
2. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

LEGEND

- TRACT BOUNDARY
- EXISTING LOTS
- SURVEY TIES

I THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

STATE OF TEXAS
REGISTERED
PALADIN R. HUCKABA
7027
PROFESSIONAL
LAND SURVEYOR

PALADIN R. HUCKABA, RPLS #7027
FIRM NO. TX #10194514

8 JANUARY, 2024

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Suite "K" - Midland, Texas 79701
Tel: (432) 262-0989 Fax: (432) 262-0989
www.Maverick-Eng.com

PACKET 24.8 March 19, 2024

MIDLAND
Feel the Energy!

Office of the City Manager

February 8, 2024

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.027-acre portion of Firewheel Road right-of-way and North Fairgrounds Road right-of-way located adjacent to Lot 83, Block 1, Mockingbird Ridge, Section 1, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $11.92. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

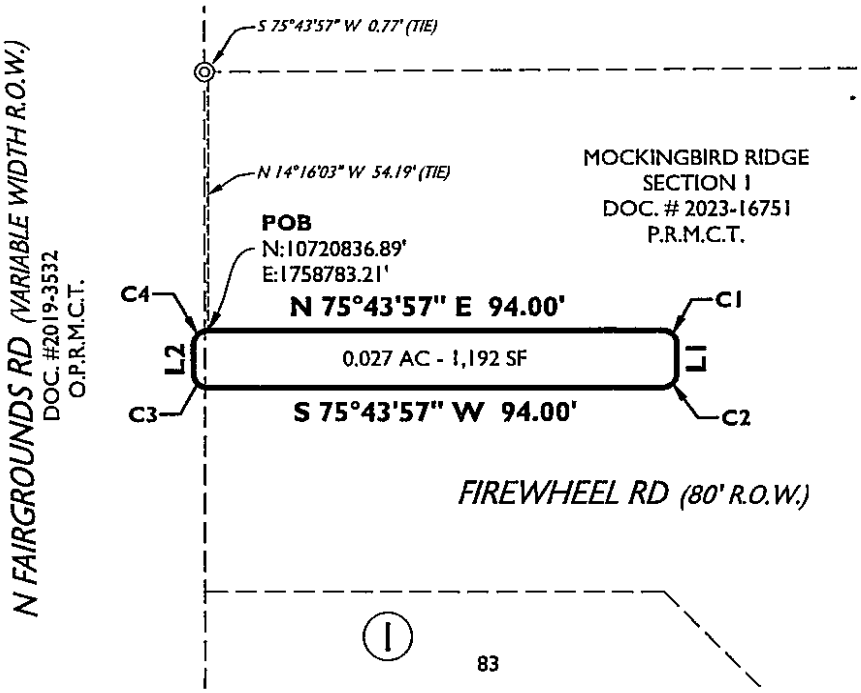
Very truly yours,

Jose Ortiz
Assistant City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

"EXHIBIT A"



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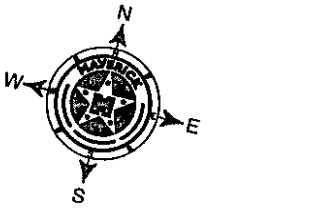

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LEGEND

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- EXISTING LOTS
- SURVEY TIES

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STATE OF TEXAS
REGISTERED
PALADIN R. HUCKABA
7027
PROFESSIONAL
LAND SURVEYOR

PALADIN R. HUCKABA, RPLS #7027
FIRM NO. TX #10194514

8 JANUARY, 2024

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Suite "K" - Midland, Texas 79701
Tel: (432) 262-0989 Fax: (432) 262-0989
www.Maverick-Eng.com

PACKET 24.10 March 19, 2024

DocuSign Envelope ID: E9ABC7FA-5679-4EAA-B398-493FEA4DB0FB

MIDLAND Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number:

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Betenbough Homes LLC		Phone (432)262-0999 Email phuckaba@maverick-eng.com	
Address 6305 82nd ST	City Lubbock	State TX	Zip 79424

Application is hereby made to the City Council to vacate the following:

- ☑ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: see Exhibit A

Reason for Request: To allow placement of Monument Signs

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: no adverse affect, curbing medians existing, Landscaping and monument signage in these areas will improve the look and character of the subdivision

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature): DocuSigned by: Abram Fuentes EAE9B1510B01483...		Date: 1/10/24
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

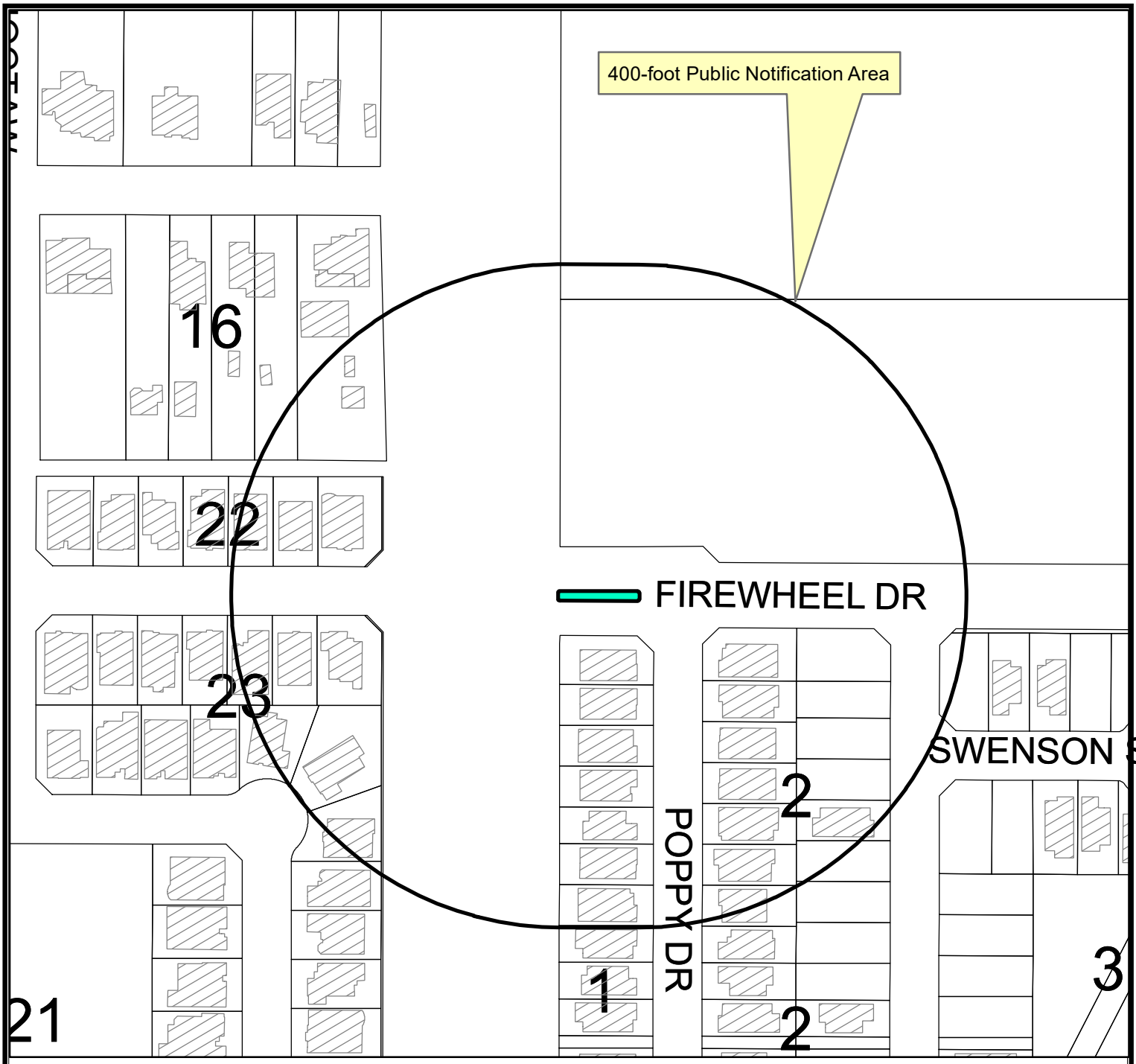
☑ Application Fee

Check # 4625

Received By: [signature] Date: 1/10/2024

RECEIVED
JAN 10 2024

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

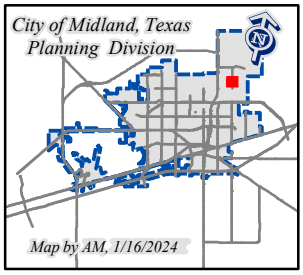
V-24-0060 **Scale: 1" = 175'**

Consider a request by Betenbough Homes, LLC for a vacation of a 0.027-acre tract of land, being a portion of Firewheel Road right-of-way and a portion of North Fairgrounds Road right-of-way, located adjacent to Lot 83, Block 1, Mockingbird Ridge, Section 1, City and County of Midland, Texas.

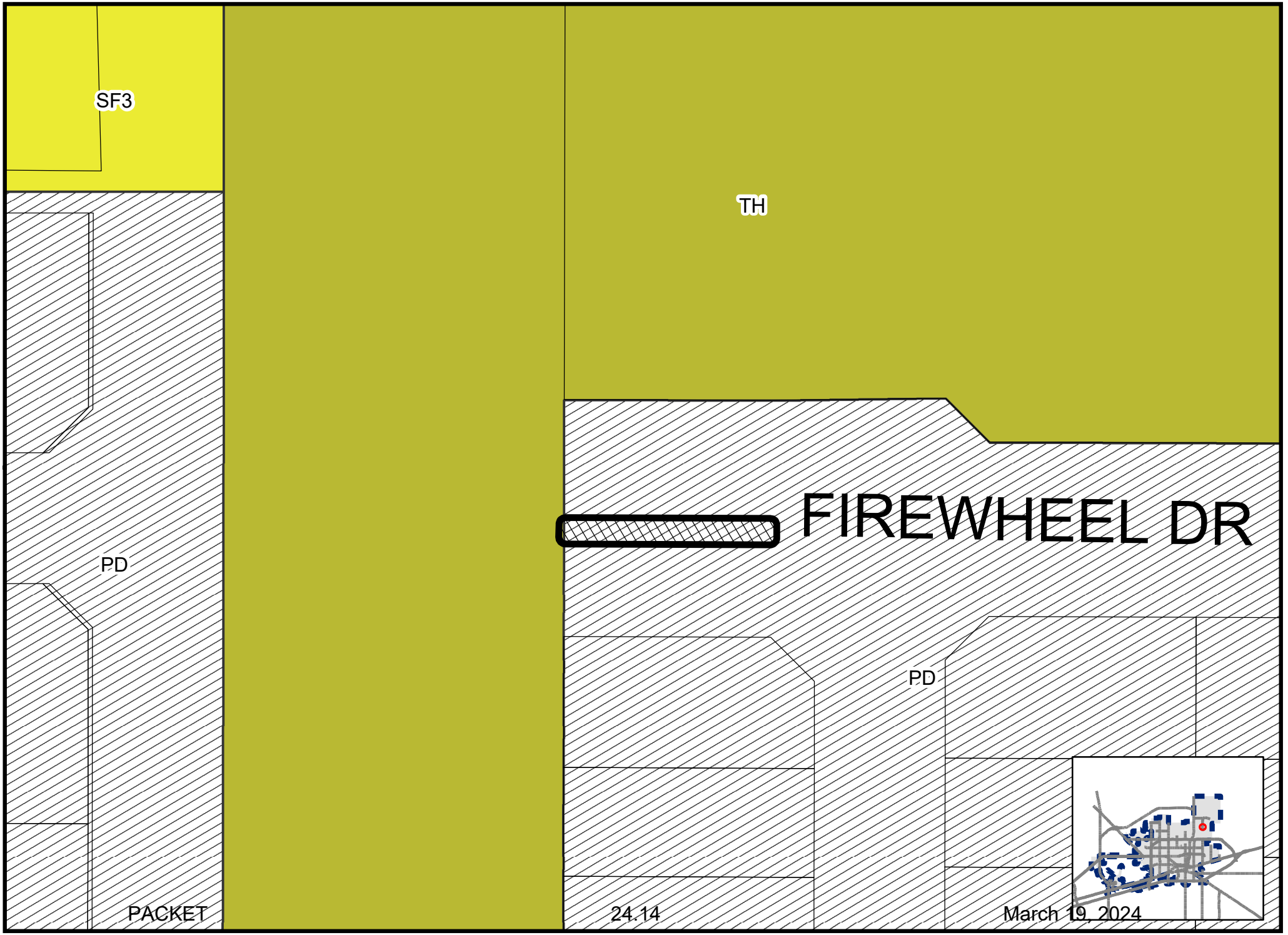
Generally located on the east side of the intersection of Firewheel Road and North Fairgrounds Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



March 19, 2024



Map By AM, 1/16/2024

V-24-0060

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

From: LReyna@midcad.org
To: Andrew Meyers
Date: Monday, January 22, 2024 5:01:52 PM
Attachments: ATT00001.png
MCAD Letter.pdf
Survey.pdf
Firewheel Vacation.pdf
Importance: High

1192 sq ft X .01 = $11.92 mkt value

Andrew,

See above for the value of your request.

Thank you,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: Andrew Meyers <ameyers@midlandtexas.gov>
To: "LReyna@midcad.org" <LReyna@midcad.org>
Date: 01/22/2024 03:32 PM
Subject: Firewheel Vacation

Good Afternoon,

Please see the attached documents and provide a valuation for this right-of-way vacation. This is scheduled to go before City Council on February 27th. Please let me know if you have any comments, or no comments.

Respectfully,

Andrew Meyers
Planner | Development Services
o. (432) 685-7406
ameyers@midlandtexas.gov

300 N. Loraine | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: UNDERWOOD, JERRY D
To: Andrew Meyers
Cc: HERNANDEZ, GUADALUPE
Date: Tuesday, January 23, 2024 6:33:22 AM
Attachments: image001.png
Firewheel Vacation.pdf
ATT Letter.pdf
Survey.pdf

Good morning,

We don't show cable going down that road. If we did, we would be down the sides, not in the center.

Thanks,
Jerry

Thanks,
Jerry

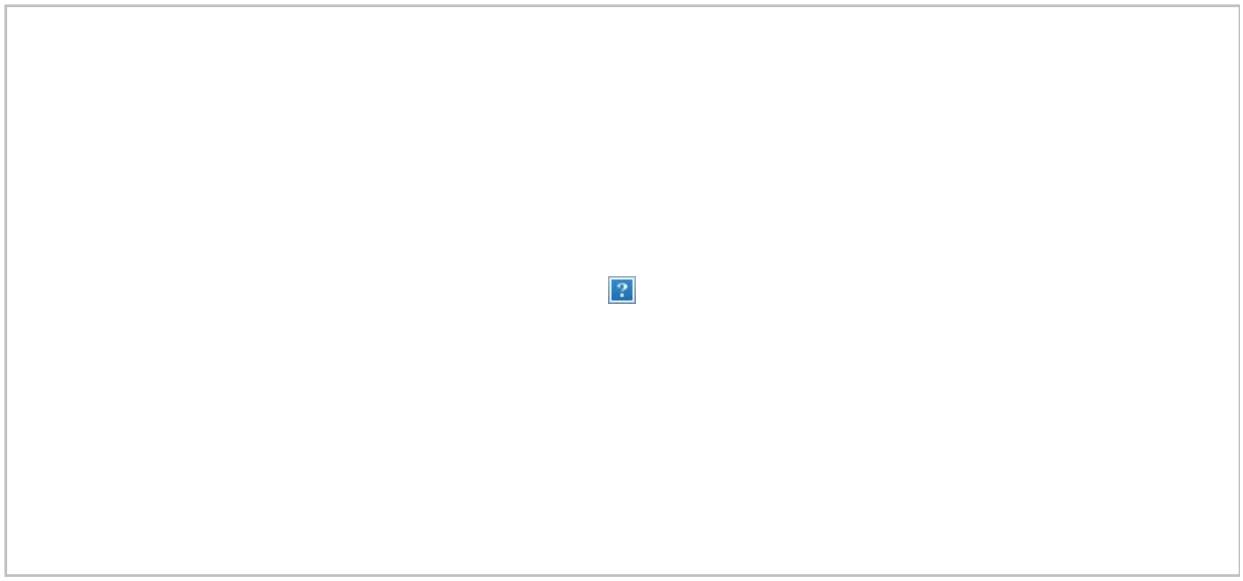
Jerry Underwood
Sr. Specialist OSP Design Engineer
Midland Engineering
AT&T

AT&T Technology Operations
410 W Missouri, Midland, TX 79701
m 432-296-2821 / ju1659@att.com

From: Andrew Meyers <ameyers@midlandtexas.gov>
Sent: Monday, January 22, 2024 3:59 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: Firewheel Vacation

Good Afternoon,
This vacation is scheduled to go to the February 27th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.
Respectfully,

Andrew Meyers
Planner | Development Services
o. (432) 685-7406
ameyers@midlandtexas.gov



300 N. Loraine | Midland, TX 79702

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From:	Lieb, Mark
To:	Andrew Meyers
Date:	Wednesday, January 24, 2024 10:23:34 AM
Attachments:	image001.png Atmos Letter.pdf Request to Vacate Firewheel ROW .pdf

Andrew,
Please see attached.
Thanks.

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
Mark.Lieb@atmosenergy.com

From: Andrew Meyers <ameyers@midlandtexas.gov>
Sent: Monday, January 22, 2024 3:28 PM
To: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Subject: [EXT] Firewheel Vacation

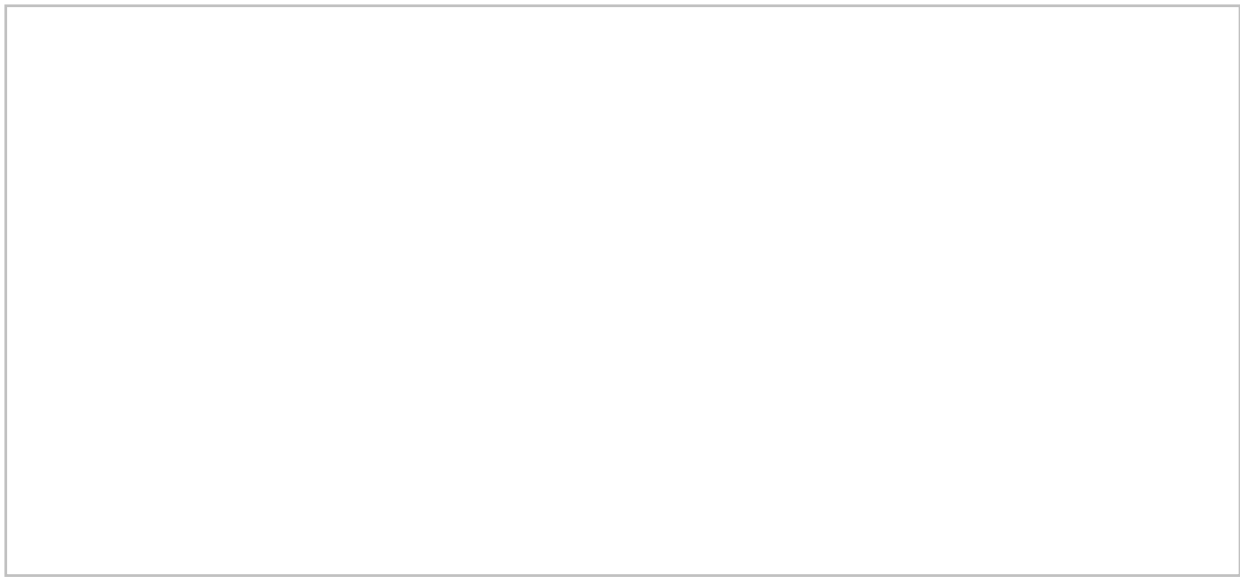
CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

This vacation is scheduled to go to the February 27th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.

Respectfully,

Andrew Meyers
Planner | Development Services
o. (432) 685-7406
ameyers@midlandtexas.gov



300 N. Loraine | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Andrew Meyers
Planner/Planning Div.
300 N. Loraine
Midland, Texas 79701

January 24, 2024

Re: Case Name: Firewheel
Case Number: V-24-0060

Mr. Humbert,

Atmos Energy has no objection to the above-referenced changes to the street right of way located on Firewheel Dr., east of Fairgrounds Rd. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
mark.lieb@atmosenergy.com

From: Ruben Guerra
To: Andrew Meyers
Date: Tuesday, January 23, 2024 7:46:58 AM
Attachments: image001.png

If this is the new subdivision of Betten Bough off of fairgrounds road we do not have anything in that area.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Mon, Jan 22, 2024 at 5:25 PM Andrew Meyers <ameyers@midlandtexas.gov> wrote:

> Good Afternoon,
>
> This vacation is scheduled to go to the February 27th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.
>
> Respectfully,
>
> *Andrew Meyers*
>
> Planner | Development Services
>
> o. (432) 685-7406
>
> ameyers@midlandtexas.gov

300 N. Loraine | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: Luis Montez
To: Andrew Meyers
Date: Wednesday, January 31, 2024 2:15:54 PM
Attachments: image001.png

Mr. Meyers,
We "Optimum" do not have any plant located on your map location.
Our plant is in the front easement, we did not cross the location marked on your map, in what was originally marked as Overshine Ln. And is now **Firewheel Ln.**

From: Andrew Meyers <ameyers@midlandtexas.gov>
Sent: Monday, January 22, 2024 5:26 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - Firewheel Vacation

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon,
This vacation is scheduled to go to the February 27th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.
Respectfully,

Andrew Meyers
Planner | Development Services
o. (432) 685-7406
ameyers@midlandtexas.gov

300 N. Loraine | Midland, TX 79702

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CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: Arguello, Martin
To: Andrew Meyers
Cc: Hamilton, Hannah; Molina, Sergio
Date: Monday, January 29, 2024 2:57:57 PM
Attachments: image001.png

Good afternoon Andrew! Checking into Oncor mapping program and the survey that has been provided, Oncor is clear and can move forward with the vacation. Please let me know if there is anything you may need.

From: Andrew Meyers <ameyers@midlandtexas.gov>
Sent: Monday, January 29, 2024 2:41 PM
To: Arguello, Martin <Martin.Arguello@oncor.com>
Cc: Hamilton, Hannah <Hannah.Hamilton@oncor.com>; Molina, Sergio <Sergio.Molina@oncor.com>
Subject: Firewheel Vacation

WARNING: This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.

Good Afternoon,

I was following up with an email that was sent last week about a Vacation currently under review on Firewheel. We are shooting for this to go to the February 27th City Council Meeting. Please let me know if you have any questions or concerns.

Respectfully,

Andrew Meyers
Planner | Development Services
o. (432) 685-7406
ameyers@midlandtexas.gov

300 N. Loraine | Midland, TX 79702

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City Council Meeting

Item Number: 25

Meeting Date: February 27, 2024, March 19, 2024

To: City Council / City Manager

From: Diana Geerts, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.61-ACRE TRACT OF LAND OUT OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 580 FEET WEST OF MANN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, GF Elite Real Estate Holdings, is requesting a zone change from SF-2, Single-Family Dwelling District, in part, and RR, Regional Retail District, in part, to RR, Regional Retail District for the property located at 2903 W. Wall Street to update the overall zoning classification on site so that it is not split by two different districts.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

(Quality of Life and Place)

Current Zoning:

RR, Regional Retail District, in part, SF-2, and Single-Family Dwelling District, in part.

Surrounding Zoning and Land Use:

The properties to the north, east and west are commercial buildings and zoned RR, Regional Retail District. The area to the south of the property is zoned SF, Single-Family Dwelling District, and used as a shop.

Analysis:

The applicant is presently utilizing the property for commercial buildings and office use. The property is currently split by two zoning districts which are zoned RR, Regional Retail District, and SF-2, Single-Family Dwelling District. The applicant wants to change the zoning to RR, Regional Retail District, to update the overall zoning of the parcel so that it is no longer split by two different districts. No other changes are being proposed or changes to the property.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zoning change. Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations

Oil and Gas: (Approved)

No Oil & Gas well issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning: (Approved with Conditions)

The request fits with the Tall City Tomorrow Comprehensive Plan, Chapter 3 - Land Use Vision. The land use map indicates that the property is designated Special Study Area and there are no policies for this area at this time. However, the use of the property is consistent with the surrounding development being that it will be used for offices and commercial use.

Therefore, staff recommends approval of this request, subject to condition A.

Condition A:

That the use and development of the property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

As of February 21, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Metes & Bounds (Exhibit A)
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.61-ACRE TRACT OF LAND OUT OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 580 FEET WEST OF MANN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 2.61-acre tract of land out of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to RR, Regional Retail District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-2, Single-Family Dwelling District, in part, and RR, Regional Retail District, in part, to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 2.61 ACRE TRACT OF LAND SITUATED IN SECTION 33, BLOCK 39, TOWNSHIP ONE SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, AND BEING THE AGGREGATE OF THOSE TWO TRACTS DESCRIBED AS PARCEL 1 AND PARCEL 2 IN A WARRANTY DEED WITH VENDORS LIEN FILED AS DOCUMENT NUMBER 2018-8152, OFFICIAL PUBLIC RECORDS OF SAID MIDLAND COUNTY (OPR), SAME BEING DESCRIBED AS LOT 5, SAVE AND EXCEPT THE EAST 280 FEET THEREOF, BLOCK E, GARRETT PLACE, ACCORDING TO THE PLAT OF RECORD FILED IN CABINET C, ON PAGE 120, DEED RECORDS OF SAID MIDLAND COUNTY (DR), AND AS THE WEST 200 FEET OF THE NORTH 540 FEET OF BLOCK 7, COLLEGE HEIGHTS ADDITION TO MIDLAND, ACCORDING TO THE PLAT OF RECORD FILED IN VOLUME 17, PAGE 616, OF SAID "DR", REPECTIVELY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS FOR REFERENCE PURPOSES ONLY AS FOLLOWS;

BEGINNING AT N(y):10690187.64, E(x):1747375.04, A ONE HALF INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.30°38'02"W., 530.93 FEET TO A POINT IN THE SOUTHEAST LINE OF WEST WALL STREET RIGHT-OF-WAY, FOR THE NORTHWEST CORNER HEREOF;

THENCE N.41°15'25"E., ALONG SAID WEST WALL STREET, 213.12 FEET TO A POINT FOR THE NORTHEAST CORNER HEREOF;

THENCE S.30°22'39"E., 599.60 FEET TO A POINT FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.60°03'29"W., 199.90 FEET TO THE **POINT OF BEGINNING**, CONTAINING 2.61 ACRES, OR 113,703 SQUARE FEET OF LAND.

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NAD 83, U.S. SURVEY FOOT.*
2. *THIS DESCRIPTION IS PROVIDED FOR THE PURPOSE OF ADVANCING A REQUEST TO RE-ZONE THE ABOVE-DESCRIBED TRACT ONLY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY.*



PALADIN R. HUCKABA
www.maverick-eng.com JANUARY 4, 2023
TEXAS RPLS - No. 7027
MAVERICK ENGINEERING (FIRM – No. 10194514)

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: GF Elite Real Estate Holdings		Phone (432) 262-0999 Email phuckaba@maverick-eng.com	
Address 2903 W Wall St	City Midland	State TX	Zip 79701

Property Owner Printed Name: see applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432-262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: 2903 W Wall St

Legal Description
Lot: W.200 of N.540 Block: 7 Subdivision: College Heights

Current Zoning: SF2, RR

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To update the overall zoning conditions on Site so that it is not split by districts

Present Use of Property: Commercial & Offices

Proposed Use of Property: No proposed changes

How would this zone change affect the public health, safety and welfare?
No affect to public welfare

Describe how conditions affecting the property have changed since present zoning designation: No change to conditions

Submittal and Fees
Items to be submitted with this application form:

- ✓ • Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 1/8/2024
Applicant (printed): Filiberto Lozoya G	
Property Owner (signature): see applicant	Date: 1/8/2024
Property Owner (printed) : Filiberto Lozoya G (GF-Elite Properties)	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Filiberto Lozoya who, being by me duly sworn, upon oath says: That (s)he is authorized by GF Elite Real Estate, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 8 day of January, 20 24, to certify which witness my hand and seal of office.

KARLA MICHELLE MUNOZ NOTARY PUBLIC STATE OF TEXAS ID 132268810 EXP. 12-02-2027

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan (Metes + Bounds)
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 4624	
Received By:	Date: JAN 10 2024
	BY:

Application will not be considered for scheduling until reviewed by a planner.

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 2.61 ACRE TRACT OF LAND SITUATED IN SECTION 33, BLOCK 39, TOWNSHIP ONE SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, AND BEING THE AGGREGATE OF THOSE TWO TRACTS DESCRIBED AS PARCEL 1 AND PARCEL 2 IN A WARRANTY DEED WITH VENDORS LIEN FILED AS DOCUMENT NUMBER 2018-8152, OFFICIAL PUBLIC RECORDS OF SAID MIDLAND COUNTY (OPR), SAME BEING DESCRIBED AS LOT 5, SAVE AND EXCEPT THE EAST 280 FEET THEREOF, BLOCK E, GARRETT PLACE, ACCORDING TO THE PLAT OF RECORD FILED IN CABINET C, ON PAGE 120, DEED RECORDS OF SAID MIDLAND COUNTY (DR), AND AS THE WEST 200 FEET OF THE NORTH 540 FEET OF BLOCK 7, COLLEGE HEIGHTS ADDITION TO MIDLAND, ACCORDING TO THE PLAT OF RECORD FILED IN VOLUME 17, PAGE 616, OF SAID "DR", REPECTIVELY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS FOR REFERENCE PURPOSES ONLY AS FOLLOWS;

BEGINNING AT N(y):10690187.64, E(x):1747375.04, A ONE HALF INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.30°38'02"W., 530.93 FEET TO A POINT IN THE SOUTHEAST LINE OF WEST WALL STREET RIGHT-OF-WAY, FOR THE NORTHWEST CORNER HEREOF;

THENCE N.41°15'25"E., ALONG SAID WEST WALL STREET, 213.12 FEET TO A POINT FOR THE NORTHEAST CORNER HEREOF;

THENCE S.30°22'39"E., 599.60 FEET TO A POINT FOR THE SOUTHEAST CORNER HEREOF;

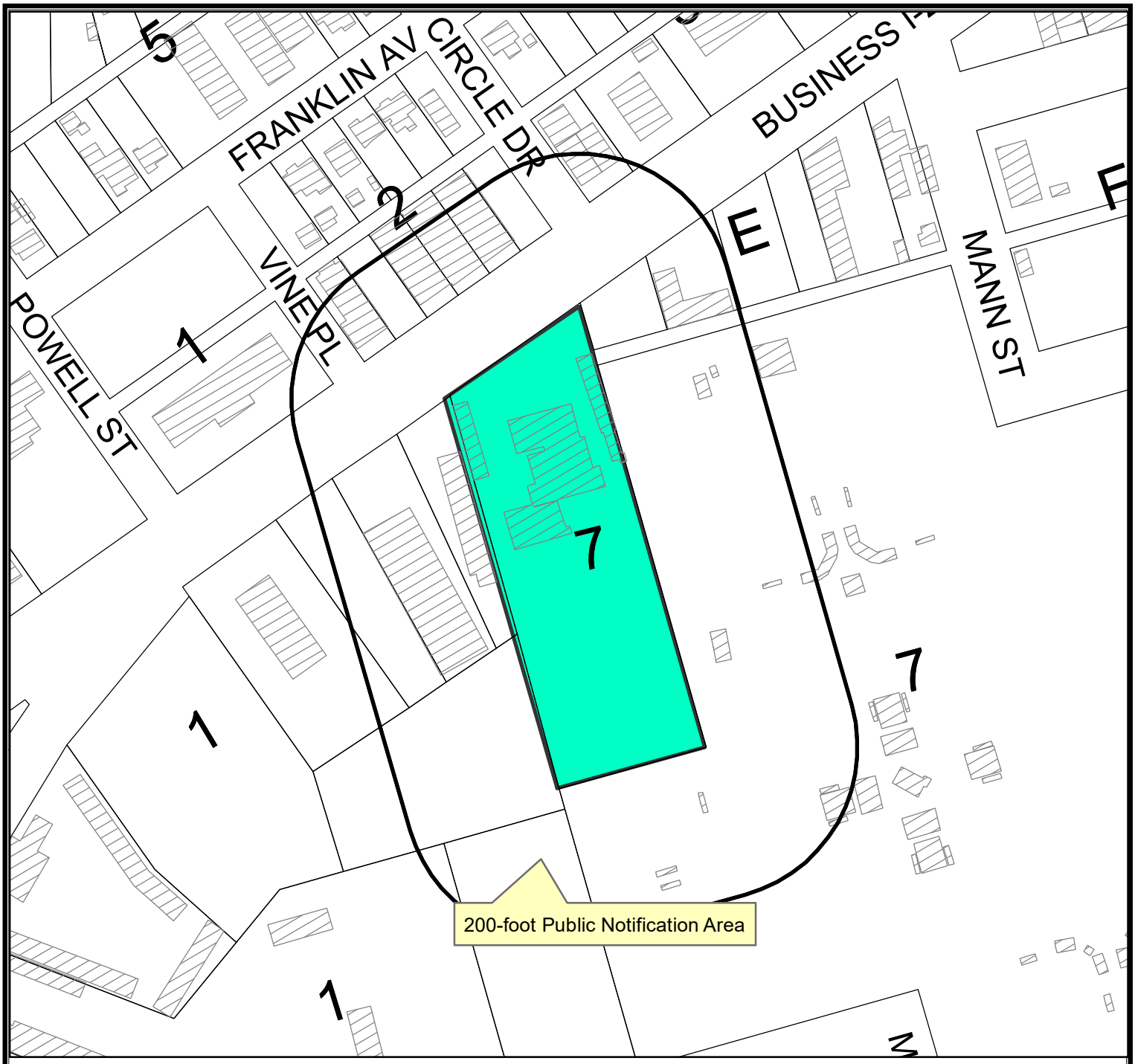
THENCE S.60°03'29"W., 199.90 FEET TO THE **POINT OF BEGINNING**, CONTAINING 2.61 ACRES, OR 113,703 SQUARE FEET OF LAND.

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NAD 83, U.S. SURVEY FOOT.*
2. *THIS DESCRIPTION IS PROVIDED FOR THE PURPOSE OF ADVANCING A REQUEST TO RE-ZONE THE ABOVE-DESCRIBED TRACT ONLY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY.*



PALADIN R. HUCKABA
www.maverick-eng.com JANUARY 4, 2023
TEXAS RPLS - No. 7027
MAVERICK ENGINEERING (FIRM – No. 10194514)



LOCATION MAP

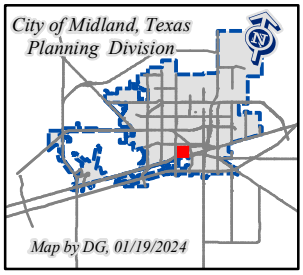
Z-24-0359 **Scale: 1" = 200'**

Consider a request by GF Elite Real Estate Holdings, for a zone change from SF-2, Single-Family Dwelling District, in part, and RR, Regional Retail District, in part, to RR, Regional Retail District, for a 2.61-acre tract of land situated in Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the south side of West Wall Street, approximately 300 feet west of Mann Street. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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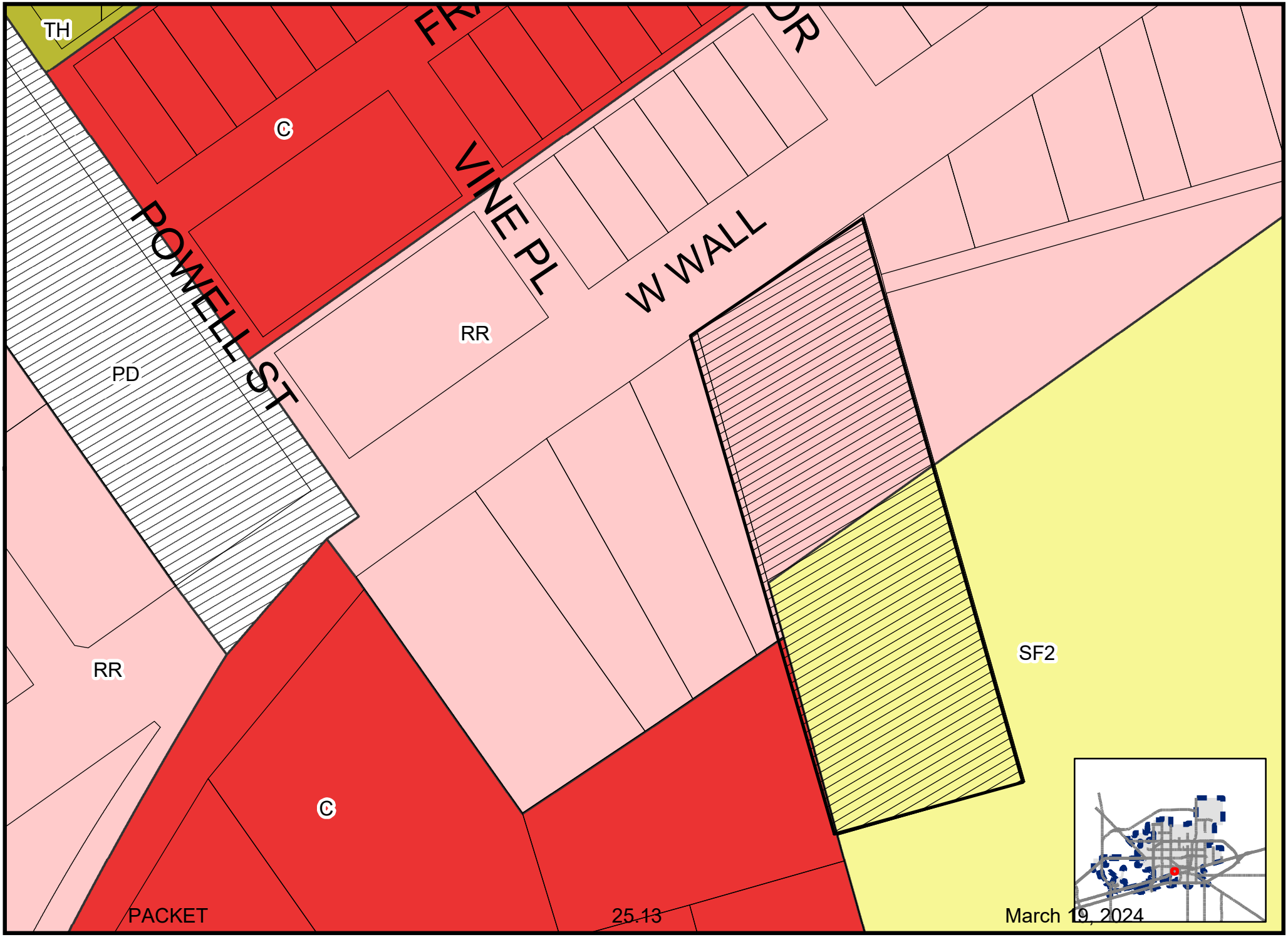


Map By DG, 1/22/2024

Z-23-0359

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


CHRIST
CARPETS


W Wall St




W Wall St

City Council Meeting

Item Number: 26

Meeting Date: February 27, 2024

To: City Council / City Manager

From: Diana Geerts, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 14, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST WASHINGTON AND SOUTH CLAY STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Archie Williams Jr., is requesting a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District for the development of a single-family home.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Quality of Life and Place)

Current Zoning:

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

The properties to the north, west and south are single family homes and zoned MF-22, Multiple-Family Dwelling District. The property to the east is zoned SF-3, Single-Family Dwelling District, and used as a single-family residence.

Analysis:

The property is located at 410 S. Clay Street and the applicant is proposing to build a single-family home on the property. The property is currently zoned MF-22, Multiple-Family Dwelling District, and is the location of a vacant lot. The applicant wants to change the zoning to SF-3, Single-Family Dwelling District, to allow for the development of a single-family home. Per the previous zoning ordinance, single-family homes were allowed within this zoning district. However, the current zoning ordinance, adopted on July 1, 2019, does not allow the use of single-family homes within an MF-22, Multiple-Family Dwelling District. Based on this and the fact that the surrounding area is predominantly single-family residential, staff is in support of the zone change to SF-3, Single-Family Dwelling District which allows single-family homes.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zoning change. Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations

Oil and Gas: (Approved)

No Oil & Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning: (Approved with Conditions)

The property is located within a residential neighborhood with adjacent properties also containing single-family homes. This request fits with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision, which designates the property Urban Residential-Medium (UR-M), which calls for a mix of housing types, including single-family detached, single-family attached and townhouse uses. The UR-M designation also supports Single-Family Dwelling District zoning which is consistent with the SF-3 zoning immediately to the east.

Therefore, staff recommends approval of this zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District subject to condition A.

Condition A:

A. That the use and development of the property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

As of February 21, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Survey (Exhibit A)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 14, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST WASHINGTON AND SOUTH CLAY STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 6, Block 14, Greenwood Addition, Third, Fourth and Fifth Sections, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Archie Williams Jr		Phone (432) 889 7437 Email ARCHIEWilliams2004@Yahoo.com	
Address PO Box 52162	City MIDLAND	State TX	Zip 79710

Property Owner Printed Name: ALD INTEREST LLC		Phone (432) 889 7437 Email ARCHIEWilliams2004@Yahoo.com	
Address PO Box 52162	City MIDLAND	State TX	Zip 79710

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 410 S Clay

Legal Description
Lot: 006 Block: 014 Subdivision: GREENWOOD

Current Zoning: MF 22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The City of Midland has RESTRICTED MF22 DUE TO THE LOT SIZE.

Present Use of Property: NOT IN USE (VACANT LOT)

Proposed Use of Property: Single Family home

How would this zone change affect the public health, safety and welfare? IT WOULD NOT

Describe how conditions affecting the property have changed since present zoning designation: CITY OF MIDLAND IS NO LONGER LETTING CONTRACTORS Build TWO RESIDENTIAL HOMES ON ONE LOT.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Archie Williams	Date: 1/9/24
Applicant (printed): Archie Williams JR	
Property Owner (signature): Archie Williams	Date: 1/9/24
Property Owner (printed) : Archie Williams JR	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

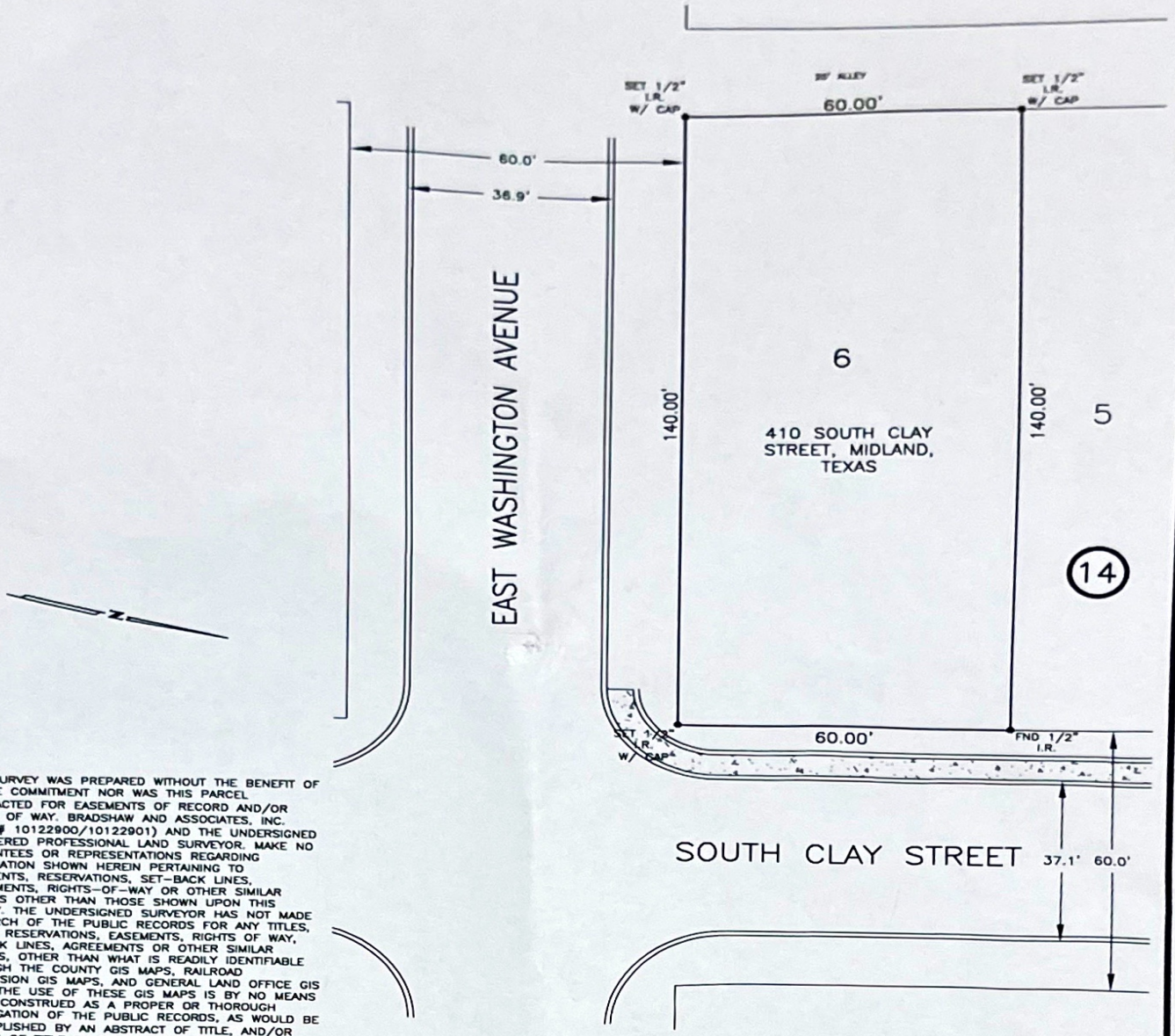
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # Waived	
Received By:	Date: 1 11 24

****Application will not be considered for scheduling until reviewed by a planner.****



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT NOR WAS THIS PARCEL ABSTRACTED FOR EASEMENTS OF RECORD AND/OR RIGHTS OF WAY. BRADSHAW AND ASSOCIATES, INC. (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREIN PERTAINING TO EASEMENTS, RESERVATIONS, SET-BACK LINES, AGREEMENTS, RIGHTS-OF-WAY OR OTHER SIMILAR MATTERS OTHER THAN THOSE SHOWN UPON THIS SURVEY. THE UNDERSIGNED SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR ANY TITLES, DEEDS, RESERVATIONS, EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS OR OTHER SIMILAR MATTERS, OTHER THAN WHAT IS READILY IDENTIFIABLE THROUGH THE COUNTY GIS MAPS, RAILROAD COMMISSION GIS MAPS, AND GENERAL LAND OFFICE GIS MAPS. THE USE OF THESE GIS MAPS IS BY NO MEANS TO BE CONSTRUED AS A PROPER OR THOROUGH INVESTIGATION OF THE PUBLIC RECORDS, AS WOULD BE ACCOMPLISHED BY AN ABSTRACT OF TITLE, AND/OR OPINION OF TITLE BY AN ATTORNEY AT LAW.

BRADSHAW AND ASSOCIATES, INC (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR ALSO MAKE NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN..

PLAT

OF

LOT 6, BLOCK 14,
GREENWOOD ADDITION THIRD, FOURTH & FIFTH SECTIONS
AN ADDITION TO THE THE CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

30 0 30 60 90 Feet

SURVEY PLAT FOR: LIZ LAZCANO

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS REGISTERED MICHAEL L. McBRAYER 4161 PROFESSIONAL LAND SURVEYOR

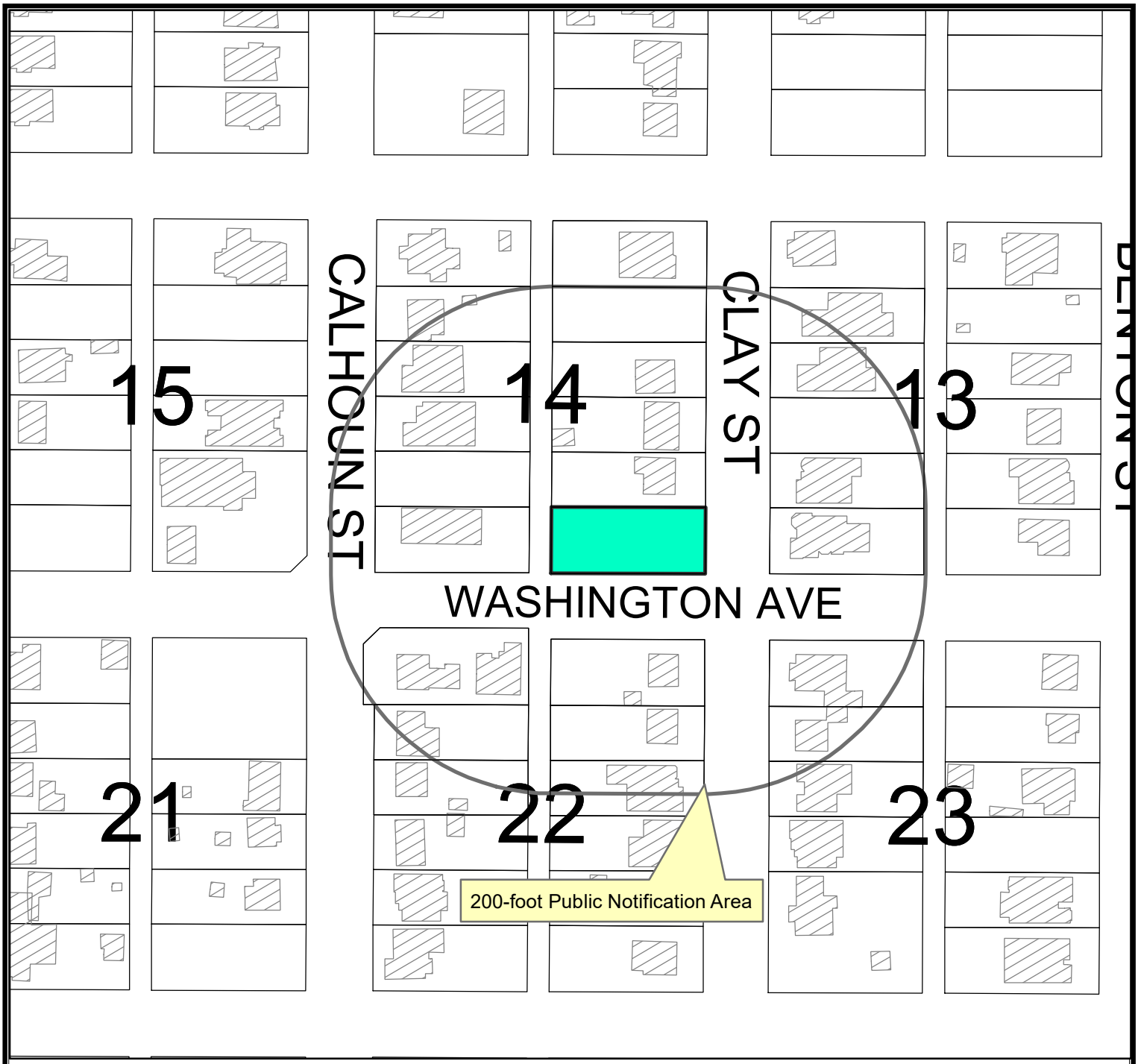
FILED IN PLAT CABINET B, PAGE 56, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL 48329C0206 F DATED SEPTEMBER 16, 2005.

Stored: 21011110

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM # 10122900/10122901
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
(432) 682-4400 FAX (432)682-7997

	Drawn	Checked	Surveyed
By	WET	MLM	BB/DP
Date	02-02-2021	02-03-2021	01-27-2021



LOCATION MAP

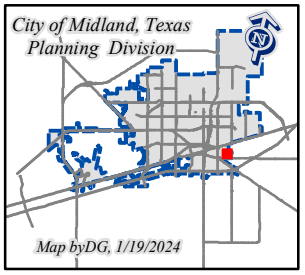
Z-24-0360 **Scale: 1" = 200'**

Consider a request by Archie Williams Jr.,for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, on Lot 6, Block 14, Greenwood Addition, Sections 3, 4, and 5, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of East Washington and South Clay Street. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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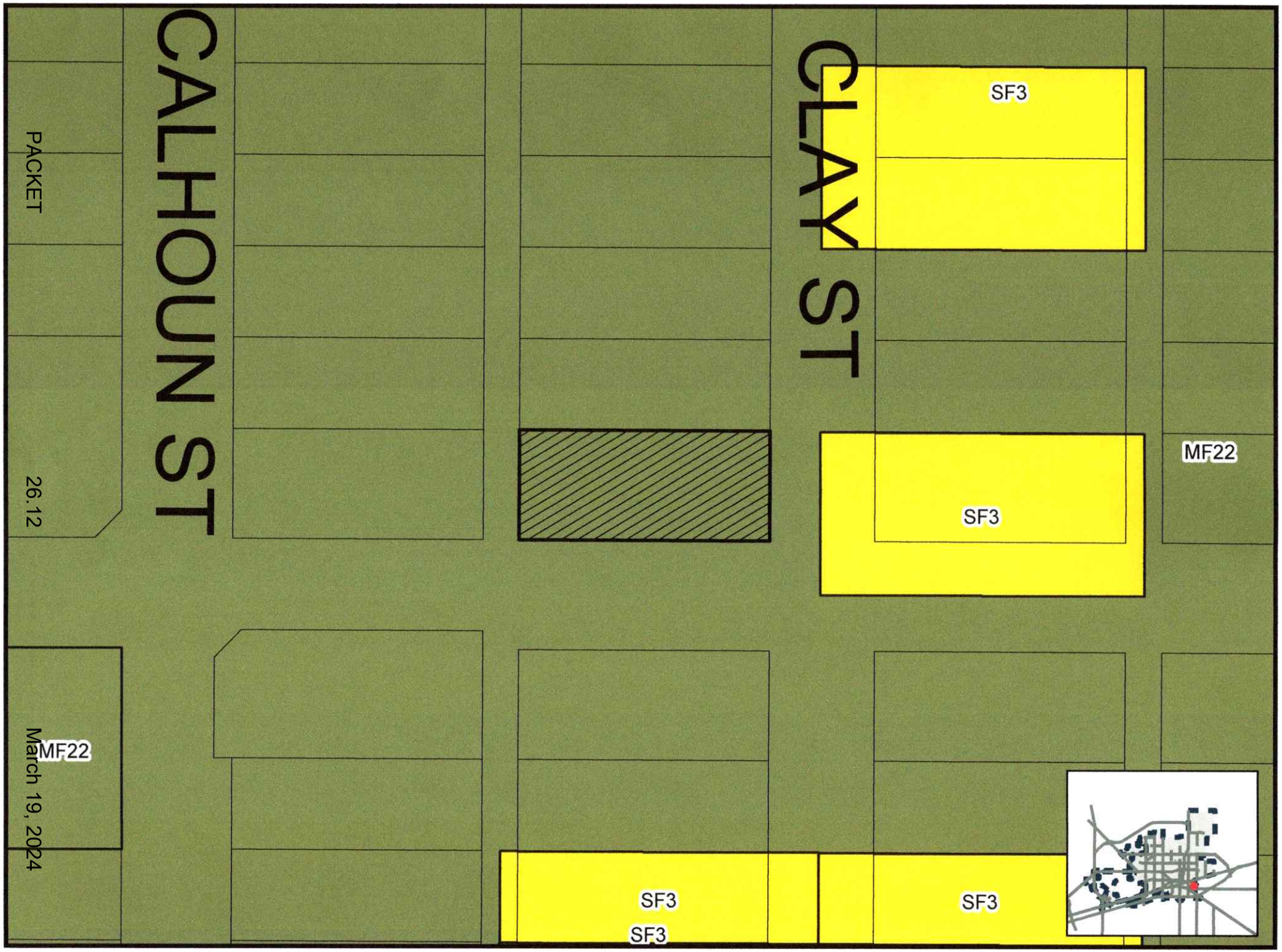
March 19, 2024



Map By DG,1/22/2024

Z-24-0360

Scale: 1" = 200'

ZONING MAP

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S Clay St




S Clay St

City Council Meeting

Item Number: 27

Meeting Date: February 27, 2024, March 19, 2024

To: City Council / City Manager

From: Diana Geerts, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 6.15-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST FRONT STREET AND NORTH ADAMS STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, G2K Development Partners, is requesting a Zone Change from LI, Light Industrial District, to BP, Business Park District for the property located at 1511 E. Front Street to allow for retail and other future development.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Quality of Life and Place)

Current Zoning:

LI, Light Industrial District.

Surrounding Zoning and Land Use:
The properties to the north, east and west are industrial shops and zoned LI, Light Industrial District. The area on the northwest corner of the property is zoned HI, Heavy Industrial District, and used as an industrial shop.

Analysis:

The applicant is proposing to utilize the property for the construction of a Dollar Tree. The property is currently zoned LI, Light Industrial District, and is currently vacant. The applicant wants to change the zoning to BP, Business Park District, to allow them to use the property for retail and other future developments.

A Dollar Tree would fall under the use of Retail Stores and Shops. While the LI, Light Industrial District does not allow retail shops, the business park zoning district does. Therefore the requested zone change to BP, Business Park District, would permit the desired use.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zoning change. Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations

Oil and Gas: (Approved)

No Oil & Gas well concerns.

Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and

abandoned (P&A) well would need to be identified. No structure shall be built over an abandoned well.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning: (Approved with Conditions)

The request fits with the Tall City Tomorrow Comprehensive Plan, Chapter 3 - Land Use Vision. The land use map indicates that the property is designated (ER) Employment Reserve Area. In accordance with the Tall City Tomorrow Comprehensive Plan, business development is consistent with the (ER). The property is surrounded by industrial buildings and retail stores further down the street at both ends of Front Street.

Therefore, staff recommends approval of this zone change from LI, Light Industrial District, to BP, Business Park District, subject to condition A.

Condition A:

That the use and development of the property shall conform to the regulations of the BP, Business Park District.

Letters of Objection:

As of February 21, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Metes & Bounds (Exhibit A)
Survey (Exhibit B)
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 6.15-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST FRONT STREET AND NORTH ADAMS STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 6.15-acre tract of land out of Section 36, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to BP, I-20 Business Park District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from LI, Light Industrial District to BP, I-20 Business Park District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF A 6.15 ACRE TRACT, previously described in Volume 1841, Page 3, O.P.R.M.C., LOCATED IN SECTION 36, BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows;

BEGINNING at (N= 10,696,986.27' E= 1,762,077.59') a 1/2" iron rod with a plastic cap marked "PLS 1974" previously set at the Southeast corner of this tract and a previously surveyed 1.072 Acre Tract, from whence the Southeast corner of 0.509 Acre Tract recorded in Volume 520, Page 61, Deed Records of Midland County and the Southwest corner of Nueva La Jolla, 4th Section, recorded in Cabinet H, Page 285, Plat Records of Midland County bears N59°42'59"E, a distance of 103.46 feet, also from said beginning point the unmarked Northeast corner of said Section 36, bears diagonally N71°22'44"E, a distance of 2595.56 feet;

THENCE S59°42'59"W with the claimed North ROW line of Business I-20 based on TxDOT construction plans of US 80 dated in 1953, a distance of 23.51 feet to a broken ROW marker found at a point of deflection;

THENCE S61°07'05"W with the said claimed ROW line, at 161.71 pass a 1/2" iron rod with a plastic cap marked "PLS 1974" found at the Southwest corner of a 1.072 Acre Tract previously surveyed continuing for a total distance of 171.39 feet to a TXDOT brass cap in a concrete ROW marker found at a point of deflection of this tract;

THENCE S61°07'49"W with said claimed ROW line, a distance of 427.45 feet to the base of a disturbed ROW marker found at a point of deflection in the South line of this tract;

THENCE S61°00'30"W with the said claimed ROW line, a distance of 196.42 feet a 1/2" iron rod with a plastic cap marked "PLS 1974" set in the East line of South Adams Street at the Southwest corner of this tract from whence the base of a disturbed ROW marker bears S61°00'30"W, a distance of 35.91 feet;

THENCE N14°27'27"W with the West line of this said tract being the East line of said South Adams Street, distance of 441.34 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northwest corner of this tract,

THENCE N75°35'45" E with the South side of South Street and the North line of this said tract, at 608.69 feet pass a 1/2" iron rod with a plastic cap marked "PLS 1974" previously set at the Northwest corner of said 1.072 Acre Tract, continuing for a total distance of 788.72 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" previously set at the Northeast corner of this tract and said 1.072 Acre Tract;

THENCE S15°25'59"E with the West line of said 0.509 Acre Tract, a distance of 235.85 feet to the Place of Beginning, having an area of 268,035 square feet or 6.15 acres of land.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combine grid factor of 0.999901875, and a theta angle equal to -0°53'33.701" at City of Midland GPS station "PARK" with published values of Y= 10696,413.57 and X= 1,759,286.52 in U.S. Survey Feet.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same are true and correct to the best of my knowledge and belief as surveyed on the ground on December 21, 2023.

STATE OF TEXAS REGISTERED J. STAN PIPER 1974 PROFESSIONAL LAND SURVEYOR

J. Stan Piper Revised December 22,2023
Registered Professional Land Surveyor No. 1974

Prepared for:
G2K Development Partners
333000 Egypt Lane, Suite D-200
Magnolia, Texas 77354

PIPER SURVEYING CO.; P.O. Box 60432; Midland, Texas 79711, (432)550-7810 Firm No. 10155200

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-23-0356

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone (423) 790-5880 Email	
Address	City	State	Zip

Property Owner Printed Name: Martin C Meissner Living Trust		Phone ( ) Email	
Address 724 W Louisiana Ave	City Midland	State TX	Zip 797071

Representative *(if different from Applicant or Property Owner)* Firm: G2K Development Partners Printed Name: Ronnye Kettler		Phone (832) 330-6003 Email Ronnye.Kettler@g2kpartners.com	
Address 33300 Egypt Lane, Suite D200	City Magnolia	State TX	Zip 77354

Street Address: 1511 E Front St

Legal Description
Lot: Block: Subdivision:

Current Zoning: LI (Light Industrial)

Proposed Zone: BP (Business Park)
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Rezoning to allow retail and other supporting uses of the nearby industrial properties. Specifically Dollar Tree on eastern most portion.

Present Use of Property: Vacant

Proposed Use of Property: Retail and other future development

How would this zone change affect the public health, safety and welfare? No

Describe how conditions affecting the property have changed since present zoning designation: Market for new light industrial uses is diminished. Commercial uses supporting the surrounding areas are desired. Similar uses have developed along E Front St.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Ivan M. Meissner	Date: 12/18/2023
Applicant (printed): Ivan M. Meissner	
Property Owner (signature): Ivan M. Meissner	Date: 12/18/2023
Property Owner (printed): Ivan M. Meissner	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ivan M. Meissner who, being by me duly sworn, upon oath says: That (s)he is the owner of 1511 E Front or authorized by Martin C. Meissner Living Trust, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

JANICE E. HOGAN
MY COMMISSION EXPIRES
June 20, 2026
NOTARY ID: 839716-6

Ivan M. Meissner
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 18th day of December, 2023, to certify which witness my hand and seal of office.

Janice Hogan

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

LEGAL DESCRIPTION OF A 6.15 ACRE TRACT, previously described in Volume 1841, Page 3, O.P.R.M.C., LOCATED IN SECTION 36, BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows;

BEGINNING at (N= 10,696,986.27' E= 1,762,077.59') a 1/2" iron rod with a plastic cap marked "PLS 1974" previously set at the Southeast corner of this tract and a previously surveyed 1.072 Acre Tract, from whence the Southeast corner of 0.509 Acre Tract recorded in Volume 520, Page 61, Deed Records of Midland County and the Southwest corner of Nueva La Jolla, 4th Section, recorded in Cabinet H, Page 285, Plat Records of Midland County bears N59°42'59"E, a distance of 103.46 feet, also from said beginning point the unmarked Northeast corner of said Section 36, bears diagonally N71°22'44"E, a distance of 2595.56 feet;

THENCE S59°42'59"W with the claimed North ROW line of Business I-20 based on TxDOT construction plans of US 80 dated in 1953, a distance of 23.51 feet to a broken ROW marker found at a point of deflection;

THENCE S61°07'05"W with the said claimed ROW line, at 161.71 pass a 1/2" iron rod with a plastic cap marked "PLS 1974" found at the Southwest corner of a 1.072 Acre Tract previously surveyed continuing for a total distance of 171.39 feet to a TXDOT brass cap in a concrete ROW marker found at a point of deflection of this tract;

THENCE S61°07'49"W with said claimed ROW line, a distance of 427.45 feet to the base of a disturbed ROW marker found at a point of deflection in the South line of this tract;

THENCE S61°00'30"W with the said claimed ROW line, a distance of 196.42 feet a 1/2" iron rod with a plastic cap marked "PLS 1974" set in the East line of South Adams Street at the Southwest corner of this tract from whence the base of a disturbed ROW marker bears S61°00'30"W, a distance of 35.91 feet;

THENCE N14°27'27"W with the West line of this said tract being the East line of said South Adams Street, distance of 441.34 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northwest corner of this tract,

THENCE N75°35'45" E with the South side of South Street and the North line of this said tract, at 608.69 feet pass a 1/2" iron rod with a plastic cap marked "PLS 1974" previously set at the Northwest corner of said 1.072 Acre Tract, continuing for a total distance of 788.72 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" previously set at the Northeast corner of this tract and said 1.072 Acre Tract;

THENCE S15°25'59"E with the West line of said 0.509 Acre Tract, a distance of 235.85 feet to the Place of Beginning, having an area of 268,035 square feet or 6.15 acres of land.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combine grid factor of 0.999901875, and a theta angle equal to -0°53'33.701" at City of Midland GPS station "PARK" with published values of Y= 10696,413.57 and X= 1,759,286.52 in U.S. Survey Feet.

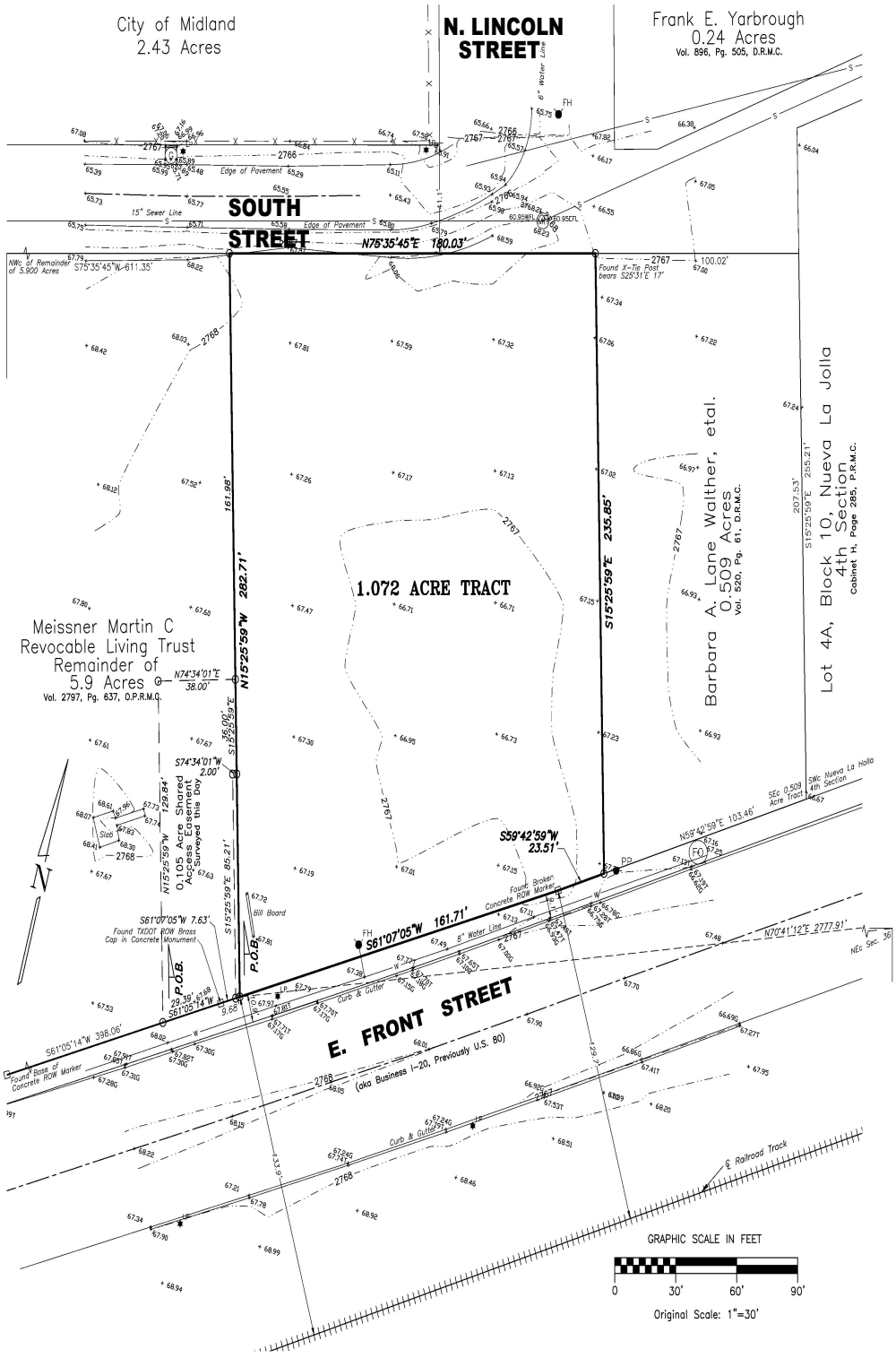
I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same are true and correct to the best of my knowledge and belief as surveyed on the ground on December 21, 2023.

STATE OF TEXAS REGISTERED J. STAN PIPER 1974 PROFESSIONAL LAND SURVEYOR

J. Stan Piper Revised December 22,2023
Registered Professional Land Surveyor No. 1974

Prepared for:
G2K Development Partners
333000 Egypt Lane, Suite D-200
Magnolia, Texas 77354

PIPER SURVEYING CO.; P.O. Box 60432; Midland, Texas 79711, (432)550-7810 Firm No. 10155200



ALTA/NSPS LAND TITLE SURVEY

1511 East Front Street

1.072 ACRES WITHIN A 5.9 ACRE TRACT as described in Volume 1841, Page 3, O.P.R.M.C. LOCATED IN SECTION 36, BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,696,896.31' E= 1,761,915.69') a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Southwest corner of this tract, from whence the unmarked Northeast corner of said Section 36, bears diagonally N70°41'12"E, a distance of 2777.91 feet, also a TXDOT ROW brass cap in concrete monument bears S61°07'05"W, a distance of 9.68 feet;

THENCE N15°25'59"W, at 84.73 and 120.73 pass 1/2" iron rods with a plastic caps marked "PLS 1974" set for easement corners continuing for a total distance of 282.71 feet to a 1/2" iron rod with a plastic cap marked PLS 1974" set at the Northwest corner of this tract, from whence the Northwest corner of the said remainder of 5.9 Acre Tract bears S75°35'45"W, a distance of 611.35 feet;

THENCE N75°35'45" E with the South side of South Street, a distance of 180.03 feet to a 1/2" iron rod with a plastic cap marked PLS 1974" set at the Northeast corner of this tract and the Northwest corner of a 0.509 Acre Tract as described in Volume 520, Page 61, Deed Records of Midland County, from whence a x-tie post bears S25°31'E, a distance of 17 feet;

THENCE S15°25'59"E with the West line of said 0.509 Acre Tract, a distance of 235.85 feet to a 1/2" iron rod with a plastic cap marked PLS 1974" set at the Southeast corner of this tract, from whence the Southeast corner of said 0.509 Acre Tract and the Southwest corner of Nueva La Jolla 4th Section, recorded in Cabinet H, Page 285, Plat Records of Midland County, bears N59°42'59"E, a distance of 103.46 feet;

THENCE S59°42'59"W with the claimed North ROW line of Business I-20 based on TxDOT construction plans of US 80 dated in 1953, a distance of 23.51 feet to a found broken ROW marker at a point of deflection;

THENCE S61°07'05"W with the said claimed ROW line, a distance of 161.71 feet to the Place of Beginning, having an area of 46,717 square feet or 1.072 acres of land.

0.105 ACRE SHARED ACCESS EASEMENT WITHIN A 5.9 ACRE TRACT as described in Volume 1841, Page 3, O.P.R.M.C. LOCATED IN SECTION 36, BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,696,877.42' E= 1,761,881.48') a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Southwest corner of this tract, from whence the unmarked Northeast corner of said Section 36, bears diagonally N70°33'17"E a distance of 2816.45 feet, also the base of a concrete ROW marker found at a corner of said 5.9 Acre Tract on N. ROW line of Business I-20 bears S61°07'49"W, a distance of 398.06 feet;

THENCE N15°25'59"W, a distance of 129.84 feet to a 1/2" iron rod with a plastic cap marked PLS 1974" set at the Northwest corner of this tract;

THENCE N74°34'01"E, a distance of 38.00 feet to a 1/2" iron rod with a plastic cap marked PLS 1974" set at the Northeast corner of this tract, from whence a 1/2" iron rod with a plastic cap marked PLS 1974" set at the Northwest corner of a 1.072 Acre Tract surveyed this day bears N15°25'29"W, a distance of 161.98 feet;

THENCE S15°25'59"E with the West line of said 1.072 Acre Tract, a distance of 36.00 feet to a 1/2" iron rod with a plastic cap marked PLS 1974" set an exterior corner of this tract, from whence the Southwest corner of said 1.072 Acre Tract bears S15°25'59"E, a distance of 84.73 feet;

THENCE S74°34'01"W, a distance of 2.00 feet to a 1/2" iron rod with a plastic cap marked PLS 1974" set at an interior of this tract;

THENCE S15°25'59"E, a distance of 85.21 feet to a 1/2" iron rod with a plastic cap marked PLS 1974" set the Southeast corner of this tract, from whence a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Southwest corner of said 1.072 Acre Tract bears N61°07'05"E, a distance of 2.06 feet;

THENCE S61°07'05"W with said claimed ROW line, a distance of 7.68 feet to a TXDOT Row brass cap in concrete monument found at an interior corner of this tract;

THENCE S61°05'14"W with the said claimed ROW line, a distance of 28.79 feet to the Place of Beginning, having an area of 4591 square feet or 0.105 acres of land.

EXCEPTIONS LISTED IN SCHEDULE B OF TITLE COMMITMENT NO. 2334600 ISSUED BY STEWART TITLE GUARANTY COMPANY ON AUGUST 2, 2023 WITH AN EFFECTIVE DATE OF JULY 7, 2023

1) The Right of Way or Easement to the City of Midland, of record in Volume 40, Page 185 and Volume 465, Page 233, Deed Records of Midland County, Texas does not affect subject property. (Item 10d in said Title Commitment.)

2) The Right of Way or Easement to the City of Midland, of record in Volume 42, Page 5, Deed Records of Midland County, Texas does affect subject property in a blanket manner and is unplottable. (Item 10e in said Title Commitment.)

3) The Right of Way or Easement to Midland County, of record in Volume 148, Page 141, Corrected at Volume 444, Page 851, Deed Records of Midland County, Texas does not affect subject property. (Item 10f in said Title Commitment.)

4) The Deed or Conveyance to the City of Midland, of record in Volume 196, Page 15 and 17, Deed Records of Midland County, Texas does not affect subject property. (Item 10g in said Title Commitment.)

5) The Right of Way or Easement to Texas Utilities Electric Co, of record in Volume 1642, Page 202 and Volume 1813, Page 821, of the Official Records, of Midland County, Texas does not affect subject property. (Item 10h in said Title Commitment.)

6) The Right of Way or or Easement to Western Gas Resources, of record in Volume 1951, Page 322, of the Official Records, of Midland County, Texas does not affect subject property. (Item 10i in said Title Commitment.)

GENERAL NOTES

1) Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, Community Number 481239, Sheet Number 48329C0093 F, revised September 16, 2005, the surveyed property is not located in a special flood hazard area according to the map. The flood zone classification for the surveyed property is Zone X.

2) The subject property has direct access to Front Street (aka Business I-20), a public street.

3) Except as shown, all visible utilities serving the subject property enter through adjoining public street and/or easements of record.

4) There is no visible evidence of recent earth moving work, building construction, or building additions that was observed on the subject property in the process of conduction the field work.

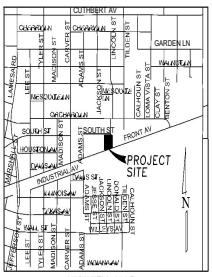
5) There are no proposed changes in street right-of-way lines and no visible evidence of recent street or sidewalk construction or repairs that was observed on the subject property in the process of conduction the field work.

6) Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combine grid factor of 0.999981875, and a theta angle equal to -0°53'33.701" at City of Midland Control Station "SRK" which has grid values of Y= 10696,413.57 and X= 1,759,286.52 in U.S. Survey Feet.

7) Elevations are relative to 1988 NAVD based on BM A-1061 with an elevation of 2769.71'.

LEGEND

- □ = Found & Accepted Corner Monument as Described
- O = Set 1/2" Iron Rod with Plastic Cap marked "PLS 1974"
- PP = Power Pole
- (MH) = Sewer Manhole
- = Traffic Sign
- (FO) = AT&T Manhole
- (G) = Gas Meter
- LP = Light Pole
- FH = Fire Hydrant
- 48.35+ = Elevation Shot
- 48.35T+ = Elevation Shot on Top of Curb
- 48.35G+ = Elevation Shot on Gutter
- 48.35FL+ = Elevation Shot on Sewer Flowline
- 48.35R+ = Elevation Shot on Manhole Ring



VICINITY MAP
Not to Scale

SURVEYOR'S CERTIFICATE

To: G2K Development Partners, LLC; Edward Gus Meissner and Ivan Martin Meissner; Stewart Title Guaranty Company:

This is to certify that this map or plat and survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6, 7a, 8, 9, 10, 11b, 13, 16, 17, 18 and 19 of Table A thereof. The field work was completed on October 17, 2023.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

Date: October 17, 2023

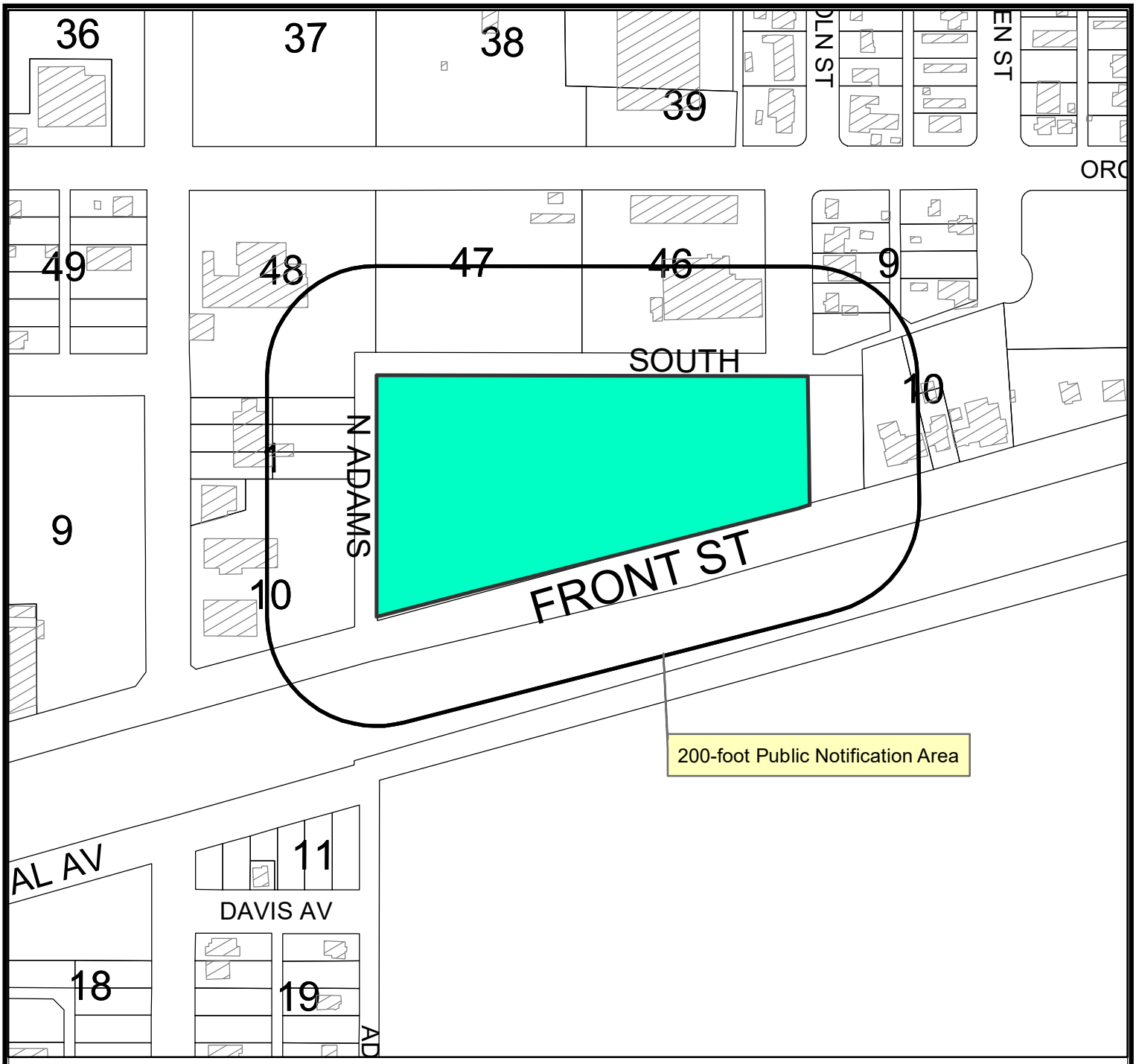
PACKET

Drawing File: Meissner83c.Dwg
Crd File: Meissner83c.Crd
Drawn by: Gene M. Rodriguez
Scale: 1"=30'
Date: 10/17/23

Prepared for:
G2K Development Partners
Attn.: Mr. Ronnye Kettler
33300 Egypt Lane,
Suite D-200
Magnolia, Texas 77354

27.12
PIPE SURVEYIN
P.O. Box 60432, Midland, Texas 79711
(432)550-7810, Fax (432)550-0312
Firm No. 10135200

March 19, 2024



LOCATION MAP

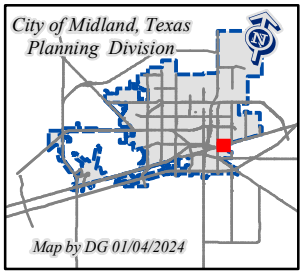
Z-23-0356 **Scale: 1" = 200'**

Consider a request by G2K Development Partners, for a zone change from LI, Light Industrial District to BP, Business Park District, for a 6.15-acre tract of land out of Section 36, Block 39, T-1-S, T&P RR, Co. Survey, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of East Front Street and North Adams Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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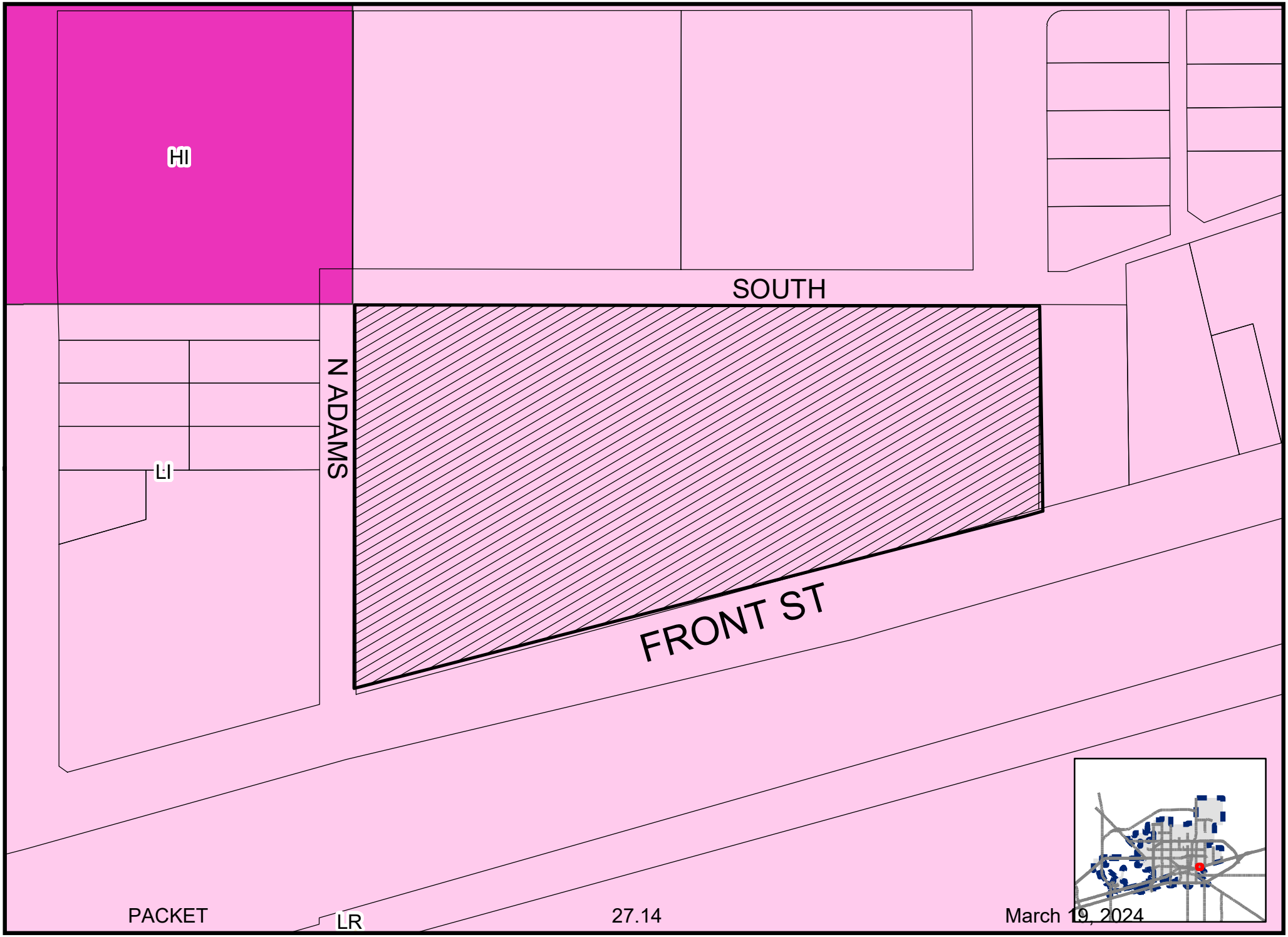
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

March 19, 2024



Map By DG, 01/04/2024

Z-23-0356

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




E Front St




E Front St

City Council Meeting

Item Number: 28

Meeting Date: February 27, 2024, March 19, 2024

To: City Council / City Manager

From: Elizabeth Triggs, Director

Subject: AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS", CHAPTER 8, "DANGEROUS AND DILAPIDATED BUILDINGS", OF THE CITY CODE OF MIDLAND, TEXAS, BY CHANGING THE HEADING OF SAID CHAPTER 8 TO "SUBSTANDARD BUILDINGS", RECODIFYING SECTION 7, "ABATEMENT OF SUBSTANDARD BUILDINGS", AS SECTION 1, ESTABLISHING MINIMUM STANDARDS, ADDING SECTION 2, "ADDITIONAL AUTHORITY TO SECURE SUBSTANDARD BUILDINGS", SO AS TO ESTABLISH AN ALTERNATE PROCEDURE FOR SECURING A SUBSTANDARD BUILDING, ADDING SECTION 3, "PROHIBITING ENTRY INTO SUBSTANDARD BUILDINGS", SO AS TO AUTHORIZE THE BUILDING OFFICIAL TO PROHIBIT ENTRY INTO AND OCCUPANCY OF A SUBSTANDARD BUILDING, AND REMOVING CONFLICTING SECTIONS FROM SAID CHAPTER; PROVIDING FOR NOTICE AND A HEARING; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF APRIL 1, 2024; AND ORDERING PUBLICATION (DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

In accordance with Chapter 214 of the Local Government Code, this ordinance authorizes the City of Midland to secure buildings that violate the City's minimum standards and that are unoccupied or are occupied only by persons who do not have a right of possession to the buildings.

Recommended City Council Action:

Approve

Fiscal Impact:

N/A

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

This ordinance revises an existing ordinance with the goal of making language clearer and introducing new strategies to address substandard buildings in the City of Midland. In addition to clarifying definitions and procedures related to these structures, it introduces a new provision enabling the city to more expeditiously board and secure substandard buildings that are unoccupied or occupied only by persons who do not have a right of possession to the building prior to a public hearing. This expedited action is critical in instances demanding immediate intervention to avert potential threats to public safety. However, the property owner of the building retains the right to a public hearing in front of the City Council subsequent to the city's securing of the building. At such hearing, the City Council may take action to affirm, reverse or modify the action taken by the city with respect to securing the building.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS", CHAPTER 8, "DANGEROUS AND DILAPIDATED BUILDINGS", OF THE CITY CODE OF MIDLAND, TEXAS, BY CHANGING THE HEADING OF SAID CHAPTER 8 TO "SUBSTANDARD BUILDINGS", RECODIFYING SECTION 7, "ABATEMENT OF SUBSTANDARD BUILDINGS", AS SECTION 1, ESTABLISHING MINIMUM STANDARDS, ADDING SECTION 2, "ADDITIONAL AUTHORITY TO SECURE SUBSTANDARD BUILDINGS", SO AS TO ESTABLISH AN ALTERNATE PROCEDURE FOR SECURING A SUBSTANDARD BUILDING, ADDING SECTION 3, "PROHIBITING ENTRY INTO SUBSTANDARD BUILDINGS", SO AS TO AUTHORIZE THE BUILDING OFFICIAL TO PROHIBIT ENTRY INTO AND OCCUPANCY OF A SUBSTANDARD BUILDING, AND REMOVING CONFLICTING SECTIONS FROM SAID CHAPTER; PROVIDING FOR NOTICE AND A HEARING; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF APRIL 1, 2024; AND ORDERING PUBLICATION

WHEREAS, Chapter 214 of the Local Government Code authorizes a municipality to enact an ordinance requiring the vacation, relocation of occupants, securing, repair, removal, or demolition of a building that is: dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare; unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or boarded up, fenced, or otherwise secured in any manner if the building constitutes a danger to the public even though secured from entry, or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building; and

WHEREAS, Chapter 214 of the Local Government Code authorizes a municipality to enact an ordinance authorizing the municipality to secure buildings that violate the municipality's minimum standards and that are unoccupied or are occupied only by persons who do not have a right of possession to the buildings; and

WHEREAS, substandard buildings that constitute hazards to the health, safety, or general welfare of occupants, the citizens of the City of Midland, Texas, or the public are public nuisances; and

WHEREAS, the City Council finds it to be in the public interest to make certain amendments to the Midland City Code so as to establish minimum standards for the continued use and occupancy of buildings and processes for the abatement and securing of substandard buildings;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Midland City Code Title IV, "Building Regulations", Chapter 8, "Dangerous and Dilapidated Buildings", is hereby amended by changing the heading of said Chapter 8 to "Substandard Buildings" and by amending said Chapter 8 to read in its entirety as follows:

4-8-1. ABATEMENT OF SUBSTANDARD BUILDINGS.

(A) *Applicability*. This Section applies to the abatement of a Building that is in violation of the Minimum Standards, as those terms are defined in Subsection (B), and shall not preclude the application of any other available remedy.

(B) *Definitions*. As used in this Section:

1. "Building" means a building, bulkhead or other method of shoreline protection, fence, shed, awning, or other structure, or part of a structure.

2. "Building Official" means the Building Official of the City of Midland or an individual designated by the Director of Development Services to determine whether a Building complies with the Minimum Standards.

3. "Commencement of Construction" means:

   (a) the date when construction materials were placed on or observed on the property; or

   (b) the date when any construction activity began or was observed on the property.

4. "Minimum Standards" means the minimum standards for the continued use and occupancy of a Building and includes:

(a) those standards set out in Title IV, Chapters 1, 2, 3, 4, 5, 10, 11, and 12 of the Municipal Code of the City of Midland that are applicable to a Building;

(b) that a Building shall not endanger or be likely to endanger persons or property;

(c) that a Building shall not be unfit for human habitation or a hazard to the public health, safety, and welfare;

(d) that a Building, regardless of its structural condition, that is unoccupied by its owners, lessees, or other invitees shall not be unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children;

(e) that a Building that is boarded up, fenced, or otherwise secured in any manner:

(1) shall not constitute a danger to the public even though it is secured from entry; and

(2) shall be secured by means that are adequate to prevent unauthorized entry or use of the Building in the manner described by (d) above; and

(f) that a Building shall not remain under construction or in the process of being constructed, repaired, remodeled, or demolished, such that the areas under construction are not capable of being fit for human occupancy or human habitation for greater than the following terms:

(1) for a single-family dwelling, townhouse, duplex, or triplex, three years from the Commencement of Construction; or

(2) for a Building that is not a single-family dwelling, townhouse, duplex, or triplex, five years from the Commencement of Construction.

5. "Substandard Building" means a Building that is in violation of the Minimum Standards.

(C) *Public Nuisance.* A Substandard Building that constitutes a hazard to the health, safety, or general welfare of its occupants, the citizens of the City of Midland, Texas, or the public is declared to be a public nuisance, and the Building shall be vacated, secured, repaired, removed, or demolished, or the occupants relocated, as hereinafter provided.

(D) *Notice of a Public Hearing.*

1. When the Building Official identifies a Building that is a Substandard Building, the Building Official may initiate abatement proceedings by:

   (a) mailing by certified mail with return receipt requested, delivering by the United States Postal Service using signature confirmation service, or personally delivering to each owner of the Building a notice of a public hearing in accordance with this Subsection (D); and

   (b) making a diligent effort to discover each lienholder and mortgagee having an interest in the Building or the property on which the Building is located and mailing by certified mail with return receipt requested, delivering by the United States Postal Service using signature confirmation service, or personally delivering to each said lienholder and mortgagee a notice of a public hearing in accordance with this Subsection (D).

2. A notice of a public hearing shall contain the following information:

   (a) the name and address of the owner of the affected property if that information can be determined;

   (b) an identification of the Building and the property on which it is located, including a legal description of the affected property;

   (c) a statement that the Building Official has identified the Building to be a Substandard Building and a concise description of the condition that was identified as a violation of the Minimum Standards;

   (d) a statement that the Building be vacated, secured, repaired, removed, or demolished, or that the occupants be relocated, as determined by the Building Official, and a concise description of the recommended action;

   (e) a statement that the owner, lienholders, or mortgagees will be required to submit at the public hearing proof of the scope of any work that may be required to comply with this Section and the time it will take to reasonably perform the work; and

   (f) the date, time, place, and description of the public hearing to be held by the City Council.

3. The Building Official is authorized to file, or to cause to be filed, each notice of a public hearing in the Official Public Records of Real Property in the county in which the property is located. The filing of the notice of a public hearing is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice, and constitutes notice of the public hearing on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

(E) *Building Official's Report; Public Hearing.*

1. At a meeting of the City Council at which a public hearing described in this Subsection is to be held, the Building Official shall make a report to the City Council detailing the condition or conditions of the Building that violated the Minimum Standards and the Building Official's recommended action.

2. The City Council shall hold a public hearing in accordance with a notice provided under Subsection (D)2 to determine:

   (a) whether a Building is a Substandard Building; and

   (b) if so, whether the Building Official's recommended action or other action should be ordered.

3. The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with this Section and the time it will take to reasonably perform the work.

(F) *City Council's Order.*

1. After the public hearing, if the City Council finds a Building to be a Substandard Building, the City Council shall issue an order requiring the owner, lienholder, or mortgagee of the Building to within 30 days:

   (a) secure the Building from unauthorized entry; or

   (b) repair, remove, or demolish the Building, unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within 30 days.

2. The City Council's order may also specify:

   (a) a reasonable time, not to exceed 30 days, for the Building to be vacated or for the occupants to be relocated by the owner; and

   (b) an additional reasonable time, not to exceed 30 days, for the Building to be vacated or for the occupants to be relocated by any of the mortgagees or lienholders in the event the owner fails to comply with the order within the time provided for ordered action.

3. If the City Council's order allows the owner, lienholder, or mortgagee more than 30 days to repair, remove, or demolish the Building, the order shall establish specific time schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed, as determined by the City Council.

4. The City Council's order may not allow the owner, lienholder, or mortgagee more than 90 days to repair, remove, or demolish the Building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:

   (a) submits a detailed plan and time schedule for the work at the hearing; and

   (b) establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.

5. If the City Council's order allows the owner, lienholder, or mortgagee more than 90 days to complete any part of the work required to repair, remove, or demolish the Building, the order shall require the owner, lienholder, or mortgagee to regularly submit progress reports to the Building Official to demonstrate compliance with the time schedules established for commencement and performance of the work. The order may require that the owner, lienholder, or mortgagee appear before the City Council or the City Council's designee to demonstrate compliance with the time schedules. If the owner, lienholder, or mortgagee owns property, including structures or improvements on property, within the City's boundaries that exceeds $100,000 in total value, the City Council's order may require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate to cover the cost of repairing, removing, or demolishing a Building under this Section not later than the 30th day after the date of issuance of the order. In lieu of a bond, the City Council's order may require the owner, lienholder, or mortgagee to provide a letter of credit from a financial institution or a guaranty from a third party approved by the City not later than the 30th day after the date of issuance of the order.

6. An order issued under this Subsection constitutes the final decision of the City of Midland.

(G) *Mailing and Filing of the Order; Publication.*

1. After the public hearing, the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of the order to the owner of the Building and to any lienholder or mortgagee of the Building, as determined through the use of the City's best efforts.

2. Within 10 days after the date that the City Council's order is issued, the City shall:

   (a) file a copy of the order in the City Secretary's Office; and

   (b) publish in a newspaper of general circulation in the City a notice containing:

(1) the street address or legal description of the property;

(2) the date of the hearing;

(3) a brief statement indicating the results of the order; and

(4) instructions stating where a complete copy of the order may be obtained.

(H) *Failure to Comply with the Order*. If a Substandard Building is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the time allotted by the City Council's order, the City may vacate, secure, remove, or demolish the Building or relocate the occupants at its own expense.

(I) *City's Expenses; Lien*.

1. If the City incurs expenses under Subsection (H), the City may assess the expenses on, and the City has a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located.

2. If the City assesses expenses on the property on which the Building was located, the City shall mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver to each owner, lienholder, and mortgagee to whom the City Council's order was delivered a notice containing the following information:

(a) the name and address of the owner if that information can be determined with a reasonable effort;

(b) a legal description of the real property on which the Building was located;

(c) a description of the action taken by the City for which the City incurred the expenses;

(d) the amount of expenses incurred by the City;

(e) the balance due;

(f) a demand for payment of the balance due;

(g) the date on or before which payment is demanded; and

(h) if a bond was posted, or if a letter of credit or other financial guaranty was provided, a statement that the City will collect on the bond, letter of credit or other financial guaranty if the City does not receive the payment by the specified date.

3. A lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk in the county in which the property is located. The notice must contain the following information:

   (a) the name and address of the owner if that information can be determined with a reasonable effort;

   (b) a legal description of the real property on which the Building was located;

   (c) the amount of expenses incurred by the City; and

   (d) the balance due.

4. A lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the City for the expenses.

5. The City may use any method authorized by law to recover expenses incurred.

(J) *Miscellaneous Provisions.*

1. For purposes of this Section, a requirement to make a diligent effort, to use best efforts, or to make a reasonable effort to determine the identity and address of an owner, a lienholder, or a mortgagee is satisfied by searching the records identified in Section 214.001(q) of the Local Government Code, as may be amended.

2. When the City mails a notice in accordance with this Section to an owner, lienholder, or mortgagee and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the document is considered delivered.

3. Notwithstanding anything in this Section, all procedures, notices, and orders shall comply with Chapter 214 of the Local Government Code, as may be amended.

4-8-2. ADDITIONAL AUTHORITY TO SECURE SUBSTANDARD BUILDINGS.

(A) *Applicability*. This Section applies to the securing of a Building that is in violation of the Minimum Standards, as those terms are defined in Section 4-8-1(B). This Section shall not preclude the City's authority to secure a Building as provided in Section 4-8-1 or the application of any other available remedy.

(B) *Definitions.* As used in this Section, "Building", "Building Official", "Commencement of Construction", "Minimum Standards", and "Substandard Building" shall have the meanings given those terms in Section 4-8-1(B).

(C) *Authority to Secure Substandard Building.* The Building Official or the Building Official's designee may secure a Building if the Building Official determines:

1. that the Building violates the Minimum Standards and is a Substandard Building; and

2. that the Building is unoccupied or is occupied only by persons who do not have a right of possession to the Building.

(D) *Notice Requirements.*

1. Before the 11th day after the date a Building is secured in accordance with Subsection (C), the Building Official shall give notice to the Building's owner by:

   (a) personally serving the owner with written notice;

   (b) depositing the notice in the United States mail addressed to the owner at the owner's post office address;

   (c) publishing the notice at least twice within a 10-day period in a newspaper of general circulation in the county in which the Building is located if personal service cannot be obtained and the owner's post office address is unknown; or

   (d) posting the notice on or near the front door of the Building if personal service cannot be obtained and the owner's post office address is unknown.

2. The notice shall contain:

   (a) an identification, which is not required to be a legal description, of the Building and the property on which it is located;

   (b) a description of the violation of the Minimum Standards that is present at the Building;

   (c) a statement that the City will secure or has secured, as the case may be, the Building; and

   (d) an explanation of the owner's entitlement to request a hearing about any matter relating to the City's securing of the Building.

(E) *Hearing.*

1. The City Council shall conduct a hearing at which the owner may testify or present witnesses or written information about any matter relating to the City's securing of the Building if, within 30 days after the date the City secures the Building, the owner files with the City a written request for the hearing. An owner who requests a hearing under this Subsection shall file the written request for a hearing with the

Building Official or the Building Official's designee. The City Council shall conduct the hearing within 20 days after the date the request is filed.

2. Following the hearing, the City Council may take action to affirm, reverse, or modify an action taken by the Building Official under this Section.

(F) *City's Expenses; Lien*.

1. If the City incurs expenses under Subsection (C), the City may assess the expenses on, and the City has a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located.

2. If the City assesses expenses on the property on which the Building was located, the City shall mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver to each owner, lienholder, and mortgagee to whom the City Council's order was delivered a notice containing the following information:

   (a) the name and address of the owner if that information can be determined with a reasonable effort;

   (b) a legal description of the real property on which the Building was located;

   (c) a description of the action taken by the City for which the City incurred the expenses;

   (d) the amount of expenses incurred by the City;

   (e) the balance due;

   (f) a demand for payment of the balance due;

   (g) the date on or before which payment is demanded; and

   (h) if a bond was posted, or if a letter of credit or other financial guaranty was provided, a statement that the City will collect on the bond, letter of credit or other financial guaranty if the City does not receive the payment by the specified date.

3. A lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk in the county in which the property is located. The notice must contain the following information:

   (a) the name and address of the owner if that information can be determined with a reasonable effort;

(b) a legal description of the real property on which the Building was located;

(c) the amount of expenses incurred by the City; and

(d) the balance due.

4. A lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the City for the expenses.

5. The City may use any method authorized by law to recover expenses incurred.

4-8-3. PROHIBITING ENTRY INTO SUBSTANDARD BUILDINGS.

(A) *Applicability*. This Section applies to the prohibition of entry into a Building that is in violation of the Minimum Standards, as those terms are defined in Section 4-8-1(B). This Section shall not preclude the City's authority to secure a Building as provided in Section 4-8-1 or Section 4-8-2 or the application of any other available remedy.

(B) *Definitions*. As used in this Section, "Building", "Building Official", "Commencement of Construction", "Minimum Standards", and "Substandard Building" shall have the meanings given those terms in Section 4-8-1(B).

(C) *Authority to Prohibit Entry into a Substandard Building*. The Building Official may prohibit entry into and occupancy of a Building by giving notice in accordance with Subsection (D) if the Building Official determines:

1. that the Building violates the Minimum Standards and is a Substandard Building; and

2. that the Building is unoccupied or is occupied only by persons who do not have a right of possession to the Building.

(D) *Notice Requirements*.

1. If the Building Official prohibits entry into and occupancy of a Building under this Section, the Building Official shall give notice thereof by:

(a) posting a written notice on or near each entrance of the Building; and

(b) giving written notice to the owner of the Building by:

(1) personally serving the owner with written notice;

(2) depositing the notice in the United States mail addressed to the owner at the owner's post office address; or

(c) publishing the notice at least twice within a 10-day period in a newspaper of general circulation in the county in which the Building is located if personal service cannot be obtained and the owner's post office address is unknown.

2. The notice shall contain:

(a) an identification, which is not required to be a legal description, of the Building and the property on which it is located;

(b) a description of the violation of the Minimum Standards that is present at the Building;

(c) the following statement: "THIS STRUCTURE IS UNSAFE AND ITS OCCUPANCY HAS BEEN PROHIBITED BY THE CITY OF MIDLAND"; and

(d) an explanation of the owner's entitlement to appeal the prohibition against entry and occupancy of the Building.

(E) *Appeal.*

1. The City Council shall conduct an appeal hearing at which the owner may testify or present witnesses, written information, or other evidence regarding a prohibition under this Section if, within 30 days after notice is given under Subsection (D), the owner files with the City a written notice of appeal. An owner who desires to appeal a prohibition under this Subsection shall file the written notice of appeal with the Building Official or the Building Official's designee. The City Council shall conduct the hearing within 20 days after the date the request is filed.

2. Following the hearing, the City Council may take action to affirm or reverse the prohibition.

(F) *Offense; Penalty; Affirmative Defenses.*

1. If the Building Official prohibits entry into and occupancy of a Building in accordance with this Section, a person shall not enter into or occupy such Building.

2. If the Building Official prohibits entry into and occupancy of a Building in accordance with this Section, a person shall not permit or authorize any other person to enter into or occupy such Building.

3. Each violation of this Section shall be punishable by a fine of not more than $2,000.00.

4. It is an affirmative defense to prosecution under this Section that:

(a) the Building Official reversed the prohibition before the trial of the violation;

(b) following a hearing under Subsection (E), but before the trial of the violation, the City Council reversed the prohibition;

(c) the person was the owner of the Building, or an employee, contractor, or other agent of the owner of the Building, and entered into or occupied the Building for the purpose of securing the Building from unauthorized entry;

(d) the person was the owner of the Building, or an employee, contractor, or other agent of the owner of the Building, and entered into or occupied the Building for the purpose of repairing, removing, or demolishing the Building as required by an order of the City Council issued under Section 4-8-1 or as otherwise authorized by the Building Official; or

(e) the person was acting on behalf of the City of Midland to secure, remove, or demolish the Building as authorized by this Chapter.

SECTION TWO. The provisions of any ordinance which are inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00) pursuant to State law.

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION SIX. The effective date of this ordinance is April 1, 2024.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Assistant City Manager

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 29

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Diana Geerts, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING AN 897-SQUARE FOOT PORTION OF WEST TENNESSEE AVENUE RIGHT-OF-WAY AND A 925-SQUARE FOOT PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCK 8, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TENNESSEE AVENUE AND NORTH LORAINE STREET, AND AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH LORAINE STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $3,644.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Landgraf, Chutcher, & Associates, is requesting to vacate a 897-square-foot portion of street right of way of West Tennessee Avenue and a 925 square-foot portion of street right of way of West Ohio Avenue to enhance the development.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2024 appraised value of the right-of-way is a total value of $3,644.00.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The applicant is seeking to vacate a 897-square-foot portion of street right or way of West Tennessee Avenue adjacent to the NW/4 of Block 8, Homestead Addition, and a 925 square-foot portion of street right of way of West Ohio Avenue, located adjacent to the SW/4 of Block 8, Original Town of Midland Addition, City and County of Midland, Texas to utilize these areas in the master plan of development.

The Midland Central Appraisal District's appraisal of this land at a total of $3,644.00 using the formula of 897 X $2.00 sq ft = $1,794.00 and 925 X $2.00 sq ft.=1,850.00

The property owner will take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

In legal description, please say "City and County of Midland, Texas."

Oil and Gas: (Approved)

No Oil & Gas Issues.

AT&T: (Approved)

We don't show cable going down that road. If we did, we would be down the sides, not in the

center.

Atmos: (Approved)

W Tennessee- Atmos Energy has no objection to the above-referenced changes to the street right of way located on W. Tennessee and east of Lorraine. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.
Please let me know if you have any further questions.

W Ohio- Atmos Energy has no objection to the above-referenced changes to the street right of way located on W. Ohio and east of Lorraine. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.
Please let me know if you have any further questions.

Astound: (Approved)

W Ohio- We have service on the pole line that runs North and South in between the parking lot and the building.

W Tennessee- This would be the same service running North and south in between the parking lot and the building then turns east on Tennessee Ave.

Oncor: (Approved)

W Ohio & W Tennessee- Checking into Oncor mapping program and the survey that has been provided, Oncor is clear and can move forward with the vacation. Please let me know if there is anything you may need.

Altice USA: (Approved)

No Comment.

MCAD: (Approved)

Please see information above for W Ohio.
Map R34998 to find area.

925 X $2.00 sq ft = 1850 Value

Please see information above for W Tennessee.
To map use R35000

897 X $2.00 sq ft = $1,794.00 Value

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request

and have approved the request.

Therefore, staff recommends approval of this vacation subject to conditions A through B.

Conditions:

A. **That the value of the property shall be $$3,644.00.**

B. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of March 18, 2024, staff has not received any letters of objection to this request.

Attachments:

Metes & Bounds (Exhibit A)
Vacation Survey (Exhibit B)
Application
Maps
Responses from Franchise Utility Companies

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING AN 897-SQUARE FOOT PORTION OF WEST TENNESSEE AVENUE RIGHT-OF-WAY AND A 925-SQUARE FOOT PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCK 8, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TENNESSEE AVENUE AND NORTH LORAINE STREET, AND AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH LORAINE STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $3,644.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that an 897-square foot portion of West Tennessee Avenue right-of-way and a 925-square foot portion of West Ohio Avenue right-of-way, both located adjacent to Block 8, Original Town Addition, City and County of Midland, Texas, as described in Exhibits "1" and "2" attached hereto and made a part hereof for all legal purposes (collectively, the "Property"), are no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the Assistant City Manager has appraised the value of the City's property interest in the Property at $3,644.00, as shown in Exhibit "3" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $3,644.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "1"

PORTION OF TENNESSEE AVENUE

LCA

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

EXHIBIT "A"
897 SQUARE FEET OR 0.0206 ACRE STREET RIGHT-OF-WAY ABANDONMENT OF W. TENNESSEE AVENUE ADJACENT TO THE NW/4 OF BLOCK 8, HOMESTEAD ADDITION, CITY OF MIDLAND, TEXAS

BEING 897 SQUARE FEET OR 0.0206 ACRE STREET RIGHT-OF-WAY ABANDONMENT ADJACENT TO THE NW/4 OF BLOCK 8, HOMESTEAD ADDITION RECORDED IN VOLUME 1, PAGE 242, AND BEING NORTH OF AND ADJACENT TO THAT PROPERTY OF GGB LEASING, L.P. DESCRIBED AS PARCEL 1, RECORDED IN DOCUMENT NO. 2018-28546, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND BEING THE CALLED NORTH 100 FEET OF THE NW/4 OF BLOCK 8, OF THE ORIGINAL TOWN OF MIDLAND, AN ADDITION TO THE CITY OF MIDLAND, TEXAS RECORDED IN VOLUME 3, PAGE 232, AND SAID HOMESTEAD ADDITION RECORDED IN VOLUME 1, PAGE 242, BOTH OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS.

BEGINNING AT (Y= 10,695,974.45'AND X= 1,756,608.01') A POINT IN THE SOUTH LINE OF W. TENNESSEE AVENUE AN 80-FOOT WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE RECORDED PLAT OF SAID HOMESTEAD ADDITION FOR THE NORTHEAST CORNER OF THE SAID GGB LEASING PROPERTY AND BEING IN THE WEST LINE OF A 20-FOOT ALLEY FROM WHICH A FOUND PK NAIL WITH WASHER (CONTROL MONUMENT) FOR THE NORTHEAST CORNER OF SAID BLOCK 8, OF HOMESTEAD ADDITION BEARS NORTH 89°25'50" EAST 160.56 FEET ALSO FROM SAID NORTHEAST CORNER OF THE GGB LEASING PROPERTY A FOUND 1/2 INCH IRON ROD (CONTROL MONUMENT) IN THE WEST LINE OF SAID 20-FOOT ALLEY FOR THE SOUTHEAST CORNER OF THE GGB LEASING PROPERTY BEARS SOUTH 00°35'51" EAST 100.75 FEET;

THENCE SOUTH 89°25'50" WEST, ALONG THE SOUTH LINE OF SAID W. TENNESSEE AVENUE A DISTANCE OF 140.00 FEET TO POINT IN THE EAST LINE OF SAID N. LORAINE STREET AN 80-FOOT WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE RECORDED PLAT OF SAID HOMESTEAD ADDITION FOR THE NORTHWEST CORNER OF THE SAID GGB LEASING PROPERTY FROM WHICH A FOUND 3/4 INCH IRON ROD IN CONCRETE (CONTROL MONUMENT) FOR THE SOUTHWEST CORNET OF THE GGB LEASING PROPERTY BEARS SOUTH 00°35'51" EAST 100.56 FEET;

THENCE NORTH 00°35'51" WEST A DISTANCE OF 6.53 FEET TO A SET 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOR THE NORTHWEST CORNER OF THIS STREET RIGHT OF WAY ABANDONMENT DESCRIBED;

THENCE NORTH 89°31'53" EAST 13 FEET SOUTH OF AND PARALLEL TO THE EXISTING BACK OF CURB OF W. TENNESSEE AVENUE A DISTANCE OF 140.00 FEET TO A SET 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOR THE NORTHEAST CORNER OF THIS STREET RIGHT OF WAY ABANDONMENT DESCRIBED;

THENCE SOUTH 00°35'51" EAST A DISTANCE OF 6.28 FEET TO THE POINT OF THE BEGINNING CONTAINING 897 SQUARE FEET OR 0.0206 ACRES OF LAND AS DEPICTED ON THE ATTACHED EXHIBIT "B".

BEARINGS AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "E89-6405" (Y=10,695,261.89' AND X=1,754,276.95' WITH A THETA ANGLE OF -00°54'03.551" WITH A COMBINED GRID FACTOR OF 0.999900197 AS PUBLISHED IN US SURVEY FEET.

LCA

Randy Anderson

RANDY A. ANDERSON, RPLS 5403
FEBRUARY 05, 2023
LCA PROJECT NO. 2022-044
EXHIBIT "B" ACCOMPANIES THIS DESCRIPTION

STATE OF TEXAS
REGISTERED
RANDY A. ANDERSON
5403
PROFESSIONAL
LAND SURVEYOR

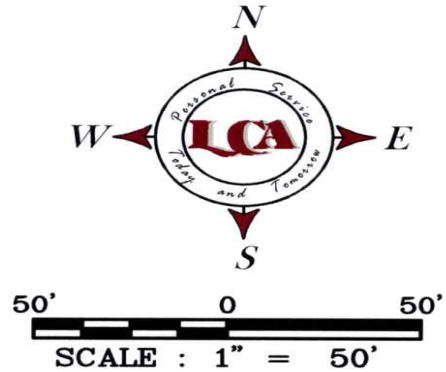
EXHIBIT "B"

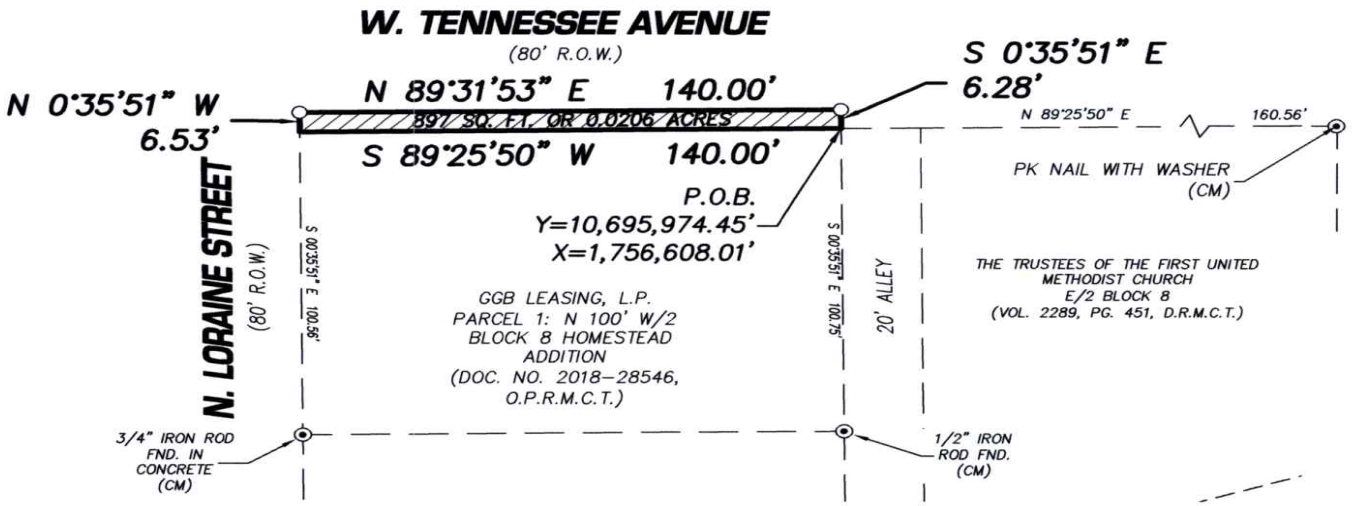
897 SQUARE FEET OR 0.0206 ACRE STREET RIGHT-OF-WAY ABANDONMENT

897 SQUARE FEET OR 0.0206 ACRE STREET
RIGHT-OF-WAY ABANDONMENT OF W. TENNESSEE
AVENUE ADJACENT TO THE NW/4 OF BLOCK 8,
HOMESEAD ADDITION, CITY OF MIDLAND, TEXAS

LEGEND

⊙	FOUND 1/2" I.R. W/CAP UNLESS OTHERWISE NOTED
○	SET 1/2" I.R. W/CAP MARKED "LCA ODESSA TX" UNLESS OTHERWISE NOTED
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY RECORDS
(CM)	CONTROL MONUMENT





STATE OF TEXAS
COUNTY OF ECTOR

I, Randy A. Anderson, a Registered Professional Land Surveyor, No. 5403, do hereby certify that the above plat represents a survey actually made on the ground by me or under my direct supervision and is true and correct to the best of my knowledge and belief.

LCA

Randy A. Anderson, R.P.L.S. #5403
Date: February 05, 2023

STATE OF TEXAS
REGISTERED
RANDY A. ANDERSON
5403
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "E89-6405" (Y=10,695,261.89' AND X=1,754,276.95', NAVD 29) WITH A THETA ANGLE OF -00°54'03.551" WITH A COMBINED GRID FACTOR OF 0.999900197 AS PUBLISHED IN US SURVEY FEET.
2. IMPROVEMENTS, EASEMENTS, AND RIGHTS-OF-WAY THAT MAY AFFECT THIS TRACT ARE NOT SHOWN ON THIS SURVEY.
3. A METES AND BOUNDS DESCRIPTION EXHIBIT "A", ACCOMPANIES THIS EXHIBIT B.

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521 North Texas, Odessa Tx. 79761 F-001365 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com

LCA JOB No. 2022-044

EXHIBIT "2"

PORTION OF
OHIO AVENUE

LCA

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

EXHIBIT "A"
925 SQUARE FEET OR 0.0212 ACRE STREET RIGHT-OF-WAY ABANDONMENT OF W. OHIO AVENUE ADJACENT TO THE SW/4 OF BLOCK 8, ORIGINAL TOWN OF MIDLAND ADDITION, CITY OF MIDLAND, TEXAS

BEING A 925 SQUARE FEET OR 0.0212 ACRE STREET RIGHT-OF-WAY ABANDONMENT ADJACENT TO THE SW/4 OF BLOCK 8, ORIGINAL TOWN OF MIDLAND ADDITION RECORDED IN VOLUME 3, PAGE 232, OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS AND BEING SOUTH OF AND ADJACENT TO THAT PROPERTY OF GGB LEASING, L.P. DESCRIBED IN DOCUMENT NO. 2022-1681, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS BEING THE CALLED SW/4 OF BLOCK 8, OF SAID ORIGINAL TOWN OF MIDLAND ADDITION.

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THENCE SOUTH 89°25'50" WEST, ALONG THE NORTH LINE OF SAID W. OHIO AVENUE A DISTANCE OF 140.00 FEET TO POINT IN THE EAST LINE OF SAID N. LORAINE STREET AN 80-FOOT WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE RECORDED PLAT OF SAID ORIGINAL TOWN OF MIDLAND ADDITION FOR THE SOUTHWEST CORNER OF THE SAID GGB LEASING PROPERTY FROM WHICH A FOUND 3/4 INCH IRON ROD IN CONCRETE (CONTROL MONUMENT) FOR THE NORTHWEST CORNER OF THE GGB LEASING PROPERTY BEARS NORTH 00°35'51" WEST 149.61 FEET;

THENCE SOUTH 00°35'51" EAST A DISTANCE OF 6.57 FEET TO A "X" SET IN CONCRETE FOR THE SOUTHWEST CORNER OF THIS STREET RIGHT OF WAY ABANDONMENT DESCRIBED;

THENCE NORTH 89°27'33" EAST 13 FEET NORTH OF AND PARALLEL TO THE EXISTING BACK OF CURB OF W. OHIO AVENUE A DISTANCE OF 140.00 FEET TO A "X" SET IN CONCRETE FOR THE SOUTHEAST CORNER OF THIS STREET RIGHT OF WAY ABANDONMENT DESCRIBED;

THENCE NORTH 00°35'51" WEST A DISTANCE OF 6.64 FEET TO THE POINT OF THE BEGINNING CONTAINING 925 SQUARE FEET OR 0.0212 ACRES OF LAND AS DEPICTED ON THE ATTACHED EXHIBIT "B".

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LCA

RANDY A. ANDERSON, RPLS 5403
FEBRUARY 05, 2024
LCA PROJECT NO. 2022-044
EXHIBIT "B" ACCOMPANIES THIS DESCRIPTION



EXHIBIT "B"

A 925 SQUARE FEET OR 0.0212 ACRE RIGHT-OF-WAY ABANDONMENT

925 SQUARE FEET OR 0.0212 ACRE STREET RIGHT-OF-WAY ABANDONMENT OF W. OHIO AVENUE ADJACENT TO THE SW/4 OF BLOCK 8, ORIGINAL TOWN OF MIDLAND ADDITION, CITY OF MIDLAND, TEXAS

LEGEND

⊙	FOUND 1/2" I.R. W/CAP UNLESS OTHERWISE NOTED
○	SET 1/2" I.R. W/CAP MARKED "LCA ODESSA TX" UNLESS OTHERWISE NOTED
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY RECORDS
(CM)	CONTROL MONUMENT

N
W LCA E
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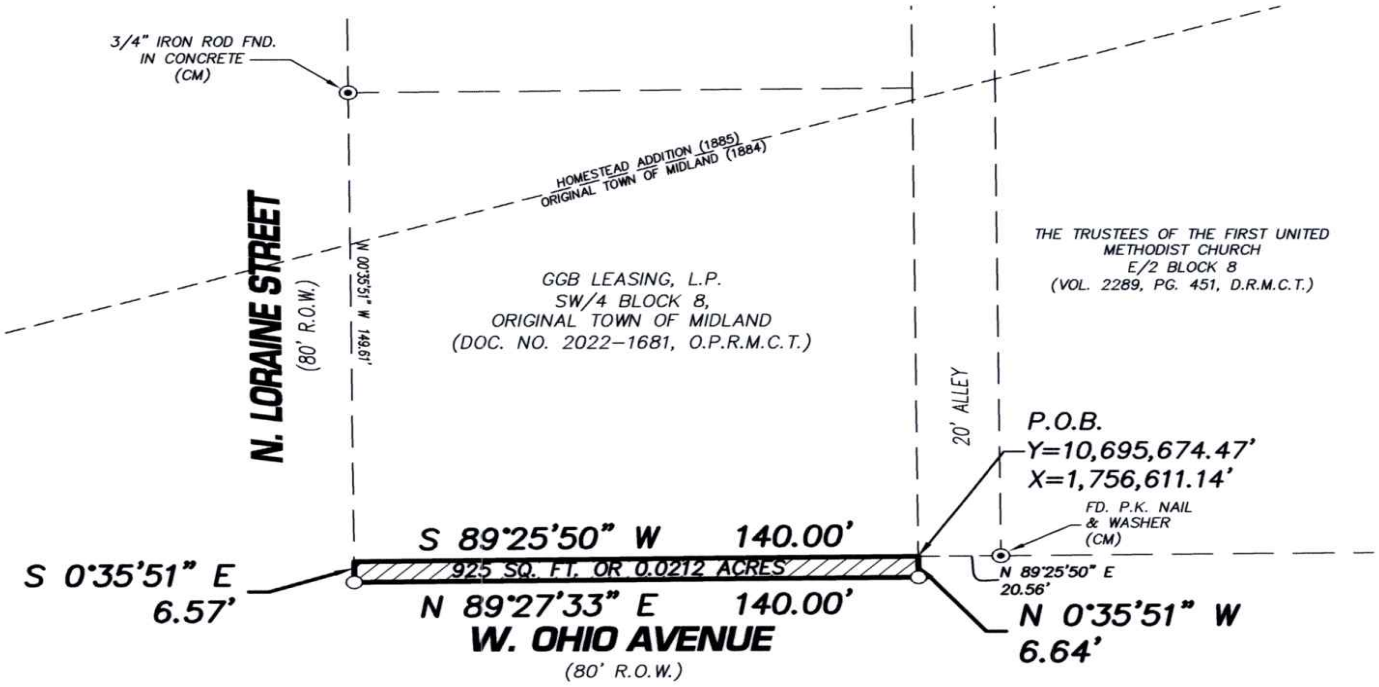
50' 0 50'

SCALE : 1" = 50'



STATE OF TEXAS
COUNTY OF ECTOR

I, Randy A. Anderson, a Registered Professional Land Surveyor, No. 5403, do hereby certify that the above plat represents a survey actually made on the ground by me or under my direct supervision and is true and correct to the best of my knowledge and belief.

LCA

Randy A. Anderson, R.P.L.S. #5403
Date: February 14, 2023

STATE OF TEXAS
REGISTERED
RANDY A. ANDERSON
5403
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "E89-6405" (Y=10,695,261.89' AND X=1,754,276.95', NAVD 29) WITH A THETA ANGLE OF -00°54'03.551" WITH A COMBINED GRID FACTOR OF 0.999900197 AS PUBLISHED IN US SURVEY FEET.
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521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com

LCA JOB No. 2022-044

EXHIBIT "3"

APPRAISAL LETTER

MIDLAND
Feel the Energy!

Office of the City Manager

February 27, 2024

Midland City Council
City of Midland, Texas

RE: Request for vacation of an 897-square foot portion of West Tennessee Avenue right-of-way and a 925-square foot portion of West Ohio Avenue right-of-way, both located adjacent to Block 8, Original Town of Midland Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $3,644.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Jose Ortiz
Assistant City Manager

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

LCA

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EXHIBIT "A"
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LCA

RANDY A. ANDERSON, RPLS 5403
FEBRUARY 05, 2024
LCA PROJECT NO. 2022-044
EXHIBIT "B" ACCOMPANIES THIS DESCRIPTION



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LCA

Randy Anderson

RANDY A. ANDERSON, RPLS 5403
FEBRUARY 05, 2023
LCA PROJECT NO. 2022-044
EXHIBIT "B" ACCOMPANIES THIS DESCRIPTION



EXHIBIT "B"

A 925 SQUARE FEET OR 0.0212 ACRE RIGHT-OF-WAY ABANDONMENT

925 SQUARE FEET OR 0.0212 ACRE STREET RIGHT-OF-WAY ABANDONMENT OF W. OHIO AVENUE ADJACENT TO THE SW/4 OF BLOCK 8, ORIGINAL TOWN OF MIDLAND ADDITION, CITY OF MIDLAND, TEXAS

LEGEND

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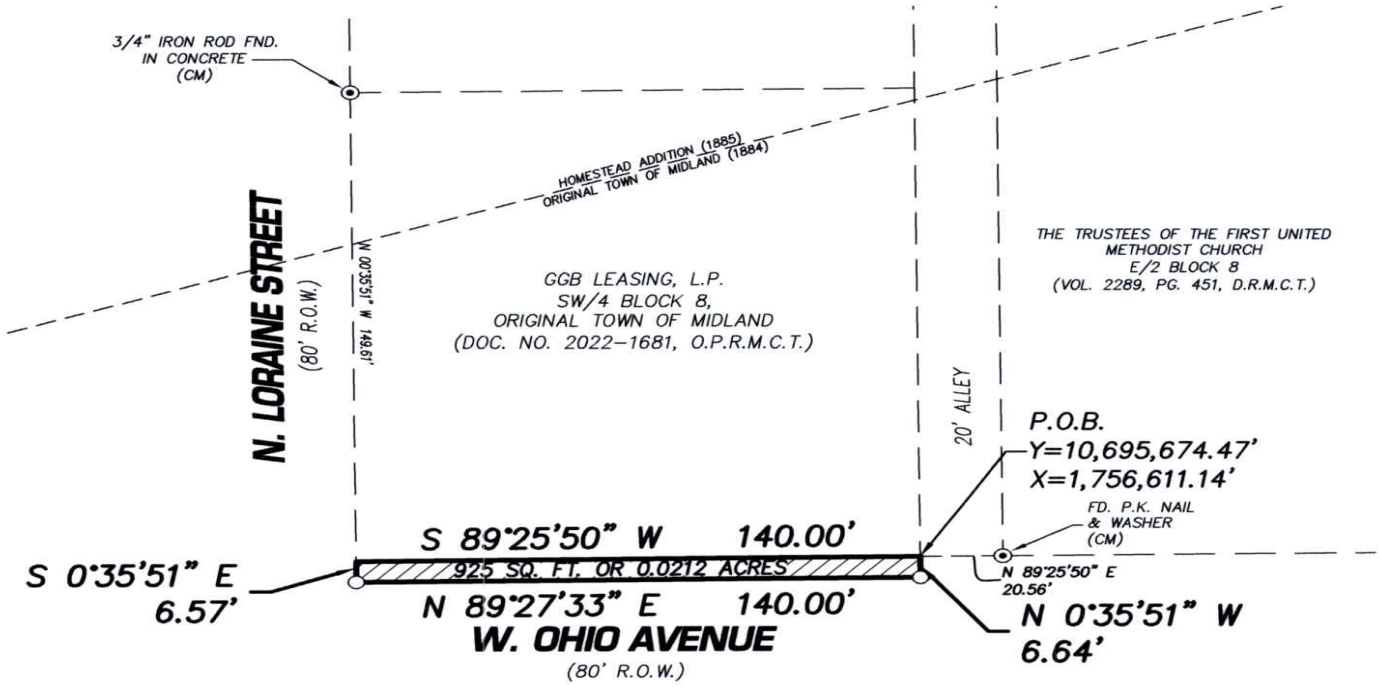
(CM)	CONTROL MONUMENT

N
W E
S

50' 0 50'

SCALE : 1" = 50'



STATE OF TEXAS
COUNTY OF ECTOR

I, Randy A. Anderson, a Registered Professional Land Surveyor, No. 5403, do hereby certify that the above plat represents a survey actually made on the ground by me or under my direct supervision and is true and correct to the best of my knowledge and belief.

LCA

Randy A. Anderson, R.P.L.S. #5403
Date: February 14, 2023

STATE OF TEXAS
REGISTERED
RANDY A. ANDERSON
5403
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "E89-6405" (Y=10,695,261.89' AND X=1,754,276.95', NAVD 29) WITH A THETA ANGLE OF -00°54'03.551" WITH A COMBINED GRID FACTOR OF 0.999900197 AS PUBLISHED IN US SURVEY FEET.
2. IMPROVEMENTS, EASEMENTS, AND RIGHTS-OF-WAY THAT MAY AFFECT THIS TRACT ARE NOT SHOWN ON THIS SURVEY.
3. A METES AND BOUNDS DESCRIPTION EXHIBIT "A", ACCOMPANIES THIS EXHIBIT B.

LCA
Personal Service, Today and Tomorrow
ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com

LCA JOB No. 2022-044

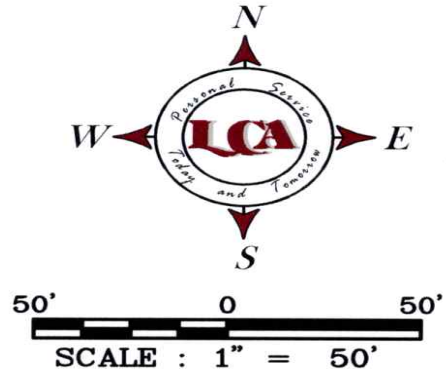
EXHIBIT "B"

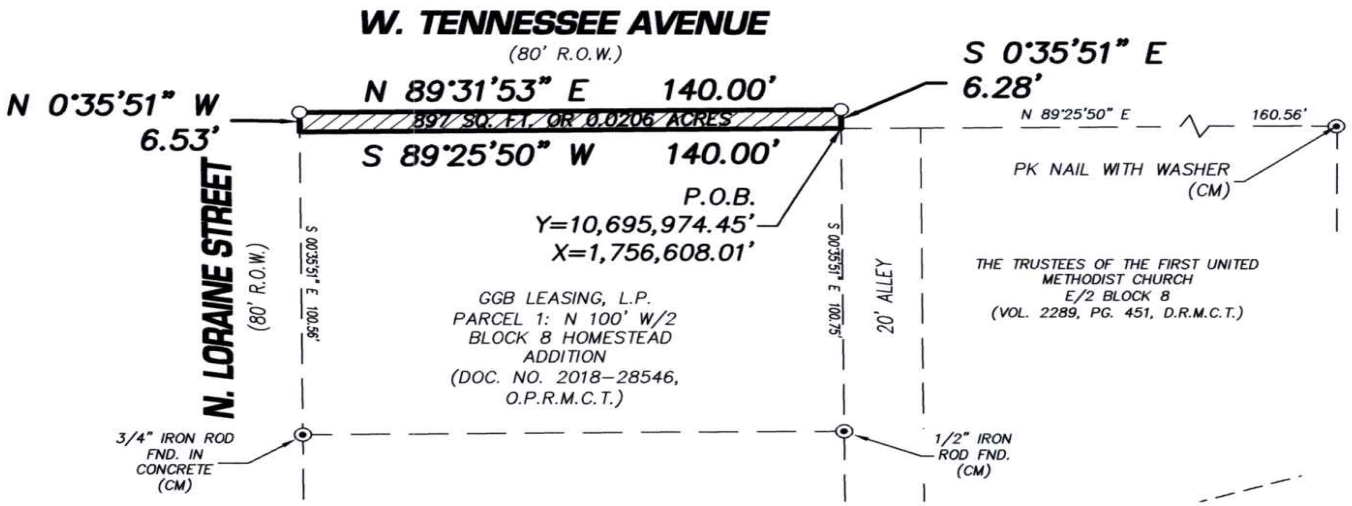
897 SQUARE FEET OR 0.0206 ACRE STREET RIGHT-OF-WAY ABANDONMENT

897 SQUARE FEET OR 0.0206 ACRE STREET
RIGHT-OF-WAY ABANDONMENT OF W. TENNESSEE
AVENUE ADJACENT TO THE NW/4 OF BLOCK 8,
HOMESEAD ADDITION, CITY OF MIDLAND, TEXAS

LEGEND

⊙	FOUND 1/2" I.R. W/CAP UNLESS OTHERWISE NOTED
○	SET 1/2" I.R. W/CAP MARKED "LCA ODESSA TX" UNLESS OTHERWISE NOTED
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY RECORDS
(CM)	CONTROL MONUMENT





STATE OF TEXAS
COUNTY OF ECTOR

I, Randy A. Anderson, a Registered Professional Land Surveyor, No. 5403, do hereby certify that the above plat represents a survey actually made on the ground by me or under my direct supervision and is true and correct to the best of my knowledge and belief.

LCA

Randy A. Anderson, R.P.L.S. #5403
Date: February 05, 2023

STATE OF TEXAS
REGISTERED
RANDY A. ANDERSON
5403
PROFESSIONAL
LAND SURVEYOR

NOTES:

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2. IMPROVEMENTS, EASEMENTS, AND RIGHTS-OF-WAY THAT MAY AFFECT THIS TRACT ARE NOT SHOWN ON THIS SURVEY.
3. A METES AND BOUNDS DESCRIPTION EXHIBIT "A", ACCOMPANIES THIS EXHIBIT B.

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ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001365 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com

LCA JOB No. 2022-044

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Landgraf, Chutcher & Associates (Agent)		Phone (432) 332-5058 Email	
Address 521 N. Texas Avenue	City Odessa	State Texas	Zip 79761

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ■ Street

Description of Address: 1. W. Tennessee Avenue - Adjacent to 410 N. Loraine Street
2. W. Ohio Avenue - Adjacent to 106 W. Ohio Street

Reason for Request: The Client will utilize these areas in the master plan of development.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: These closures will enhance the development and will not affect the public welfare.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature): Randy Anderson (AGENT)		Date: 12-19-23
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

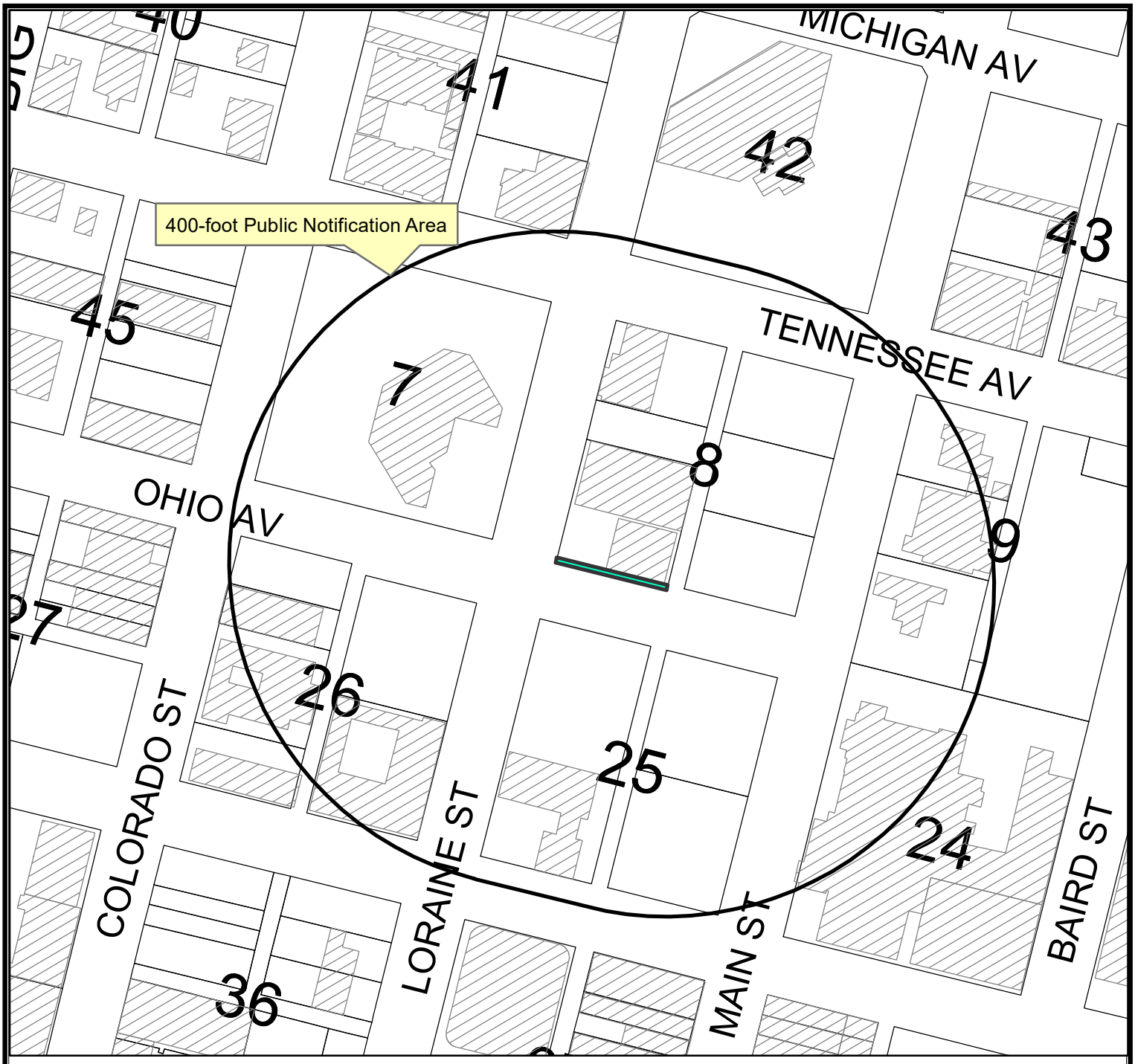
☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

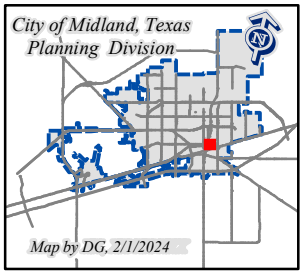
V-24-0061 **Scale: 1" = 175'**

Consider a request by Landgraf, Chutcher, & Associates for a vacation of a 925 square-feet street right of way of West Ohio, Avenue adjacent to the SW/4 of Block 8, Original Town of Midland Addition, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of West Tennessee and North Loraine Street. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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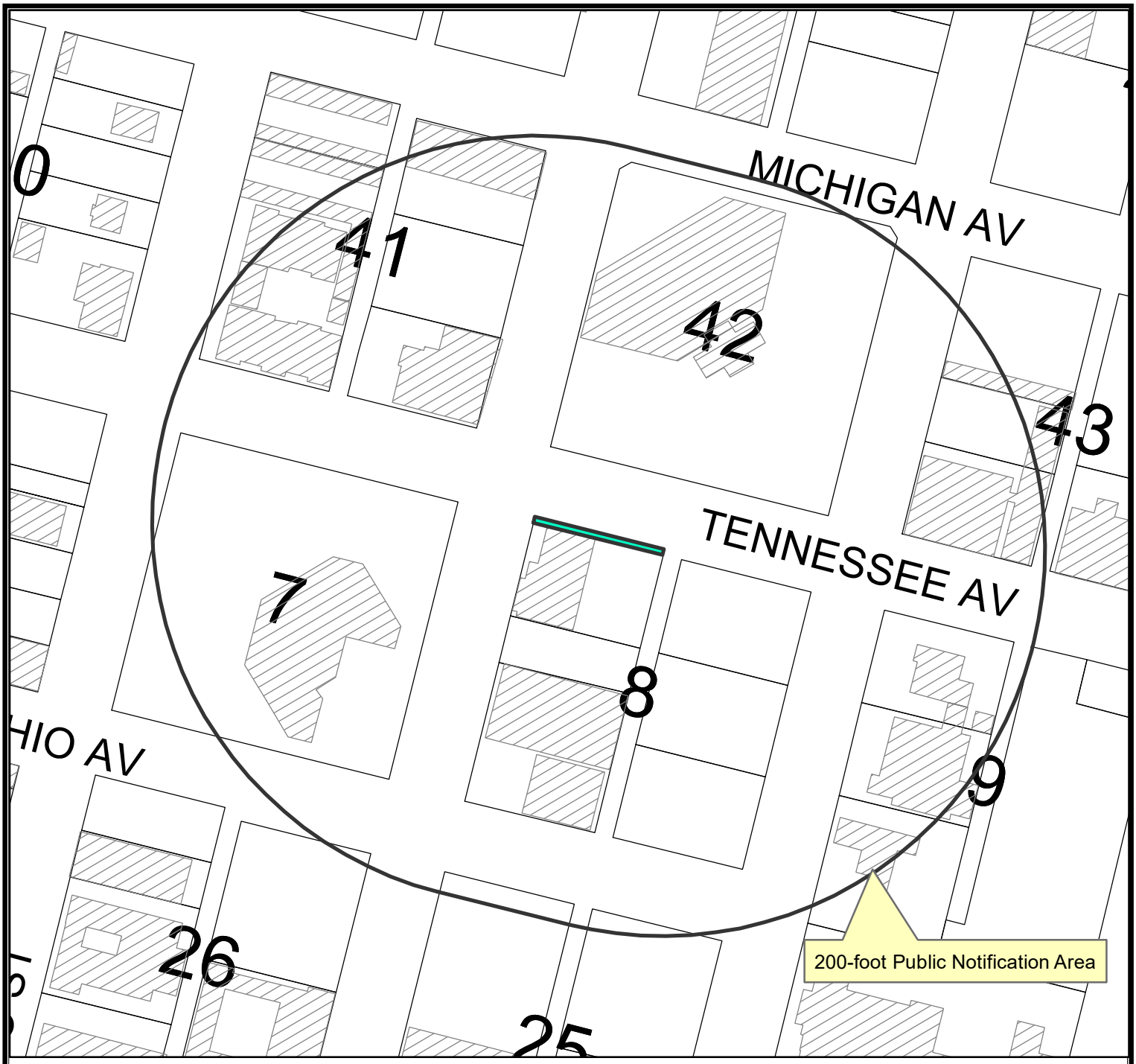
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



LOCATION MAP

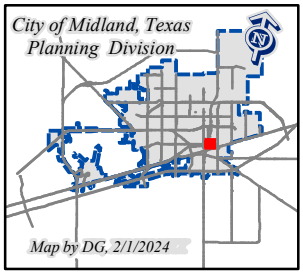
V-24-0061 **Scale: 1" = 150'**

Consider a request by Landgraf, Chutcher, & Associates for a vacation of a 897 square-feet street right of way of West Tennessee, Avenue adjacent to the NW/4 of Block 8, Homestead Addition, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of West Tennessee and North Loraine Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
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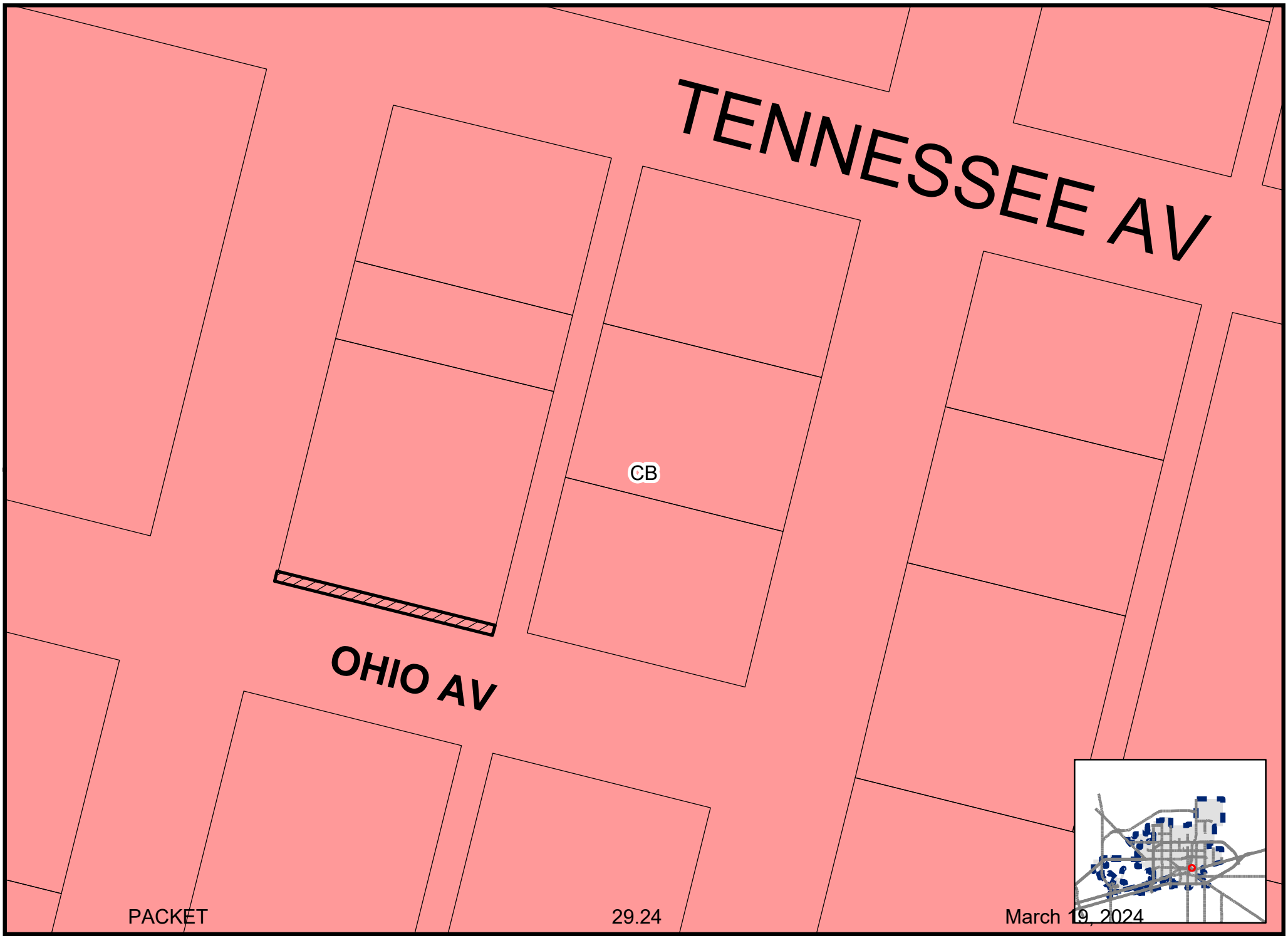
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

March 19, 2024



Map By DG, 02/6/2024

V-24-0061

Scale: 1" = 200'

ZONING MAP

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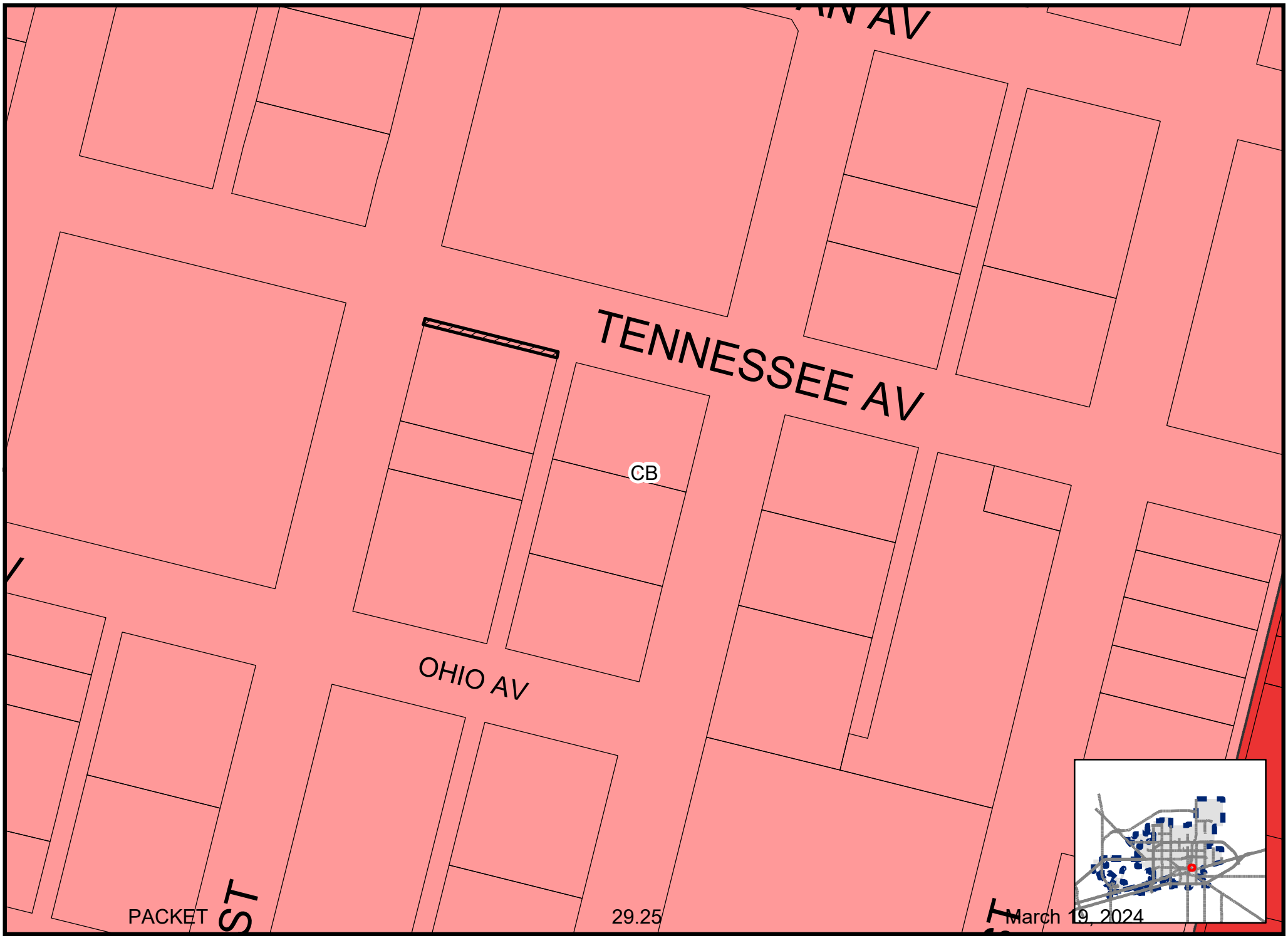

PACKET 29.25 March 19, 2024

Map By DG, 2/06/2024

V-24-0061

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

From: Lieb, Mark
To: Diana Geerts
Subject: RE: Vacation Comments
Date: Wednesday, February 14, 2024 10:57:03 AM
Attachments: image001.png
image002.png
image003.png
image004.png
Request to Vacate Ohio Ave ROW .pdf
Atmos Energy-W Ohio.pdf
V-24-0061 Survey.PDF

Diana,
Please see attached.
Thanks.

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
Mark.Lieb@atmosenergy.com

From: Diana Geerts <dgeerts@midlandtexas.gov>
Sent: Thursday, February 1, 2024 6:24 PM
To: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Subject: [EXT] Vacation Comments

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.

Respectfully,

Diana Geerts
Senior Planner|Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Dianna Geerts
Senior Planner/Planning Division
300 N. Loraine
Midland, Texas 79701

February 13, 2024

Re: Case Name: W. Ohio Street
Case Number: V-23-0061

Diana,

Atmos Energy has no objection to the above-referenced changes to the street right of way located on W. Ohio and east of Lorraine. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
mark.lieb@atmosenergy.com

From:	Arguello, Martin
To:	Diana Geerts
Cc:	Ortega, Gustavo
Subject:	RE: Vacation Comments
Date:	Friday, February 2, 2024 7:22:23 AM
Attachments:	image001.png image002.png image003.png image004.png

Good morning Diana! Checking into Oncor mapping program and the survey that has been provided, Oncor is clear and can move forward with the vacation. Please let me know if there is anything you may need.

From: Diana Geerts <dgeerts@midlandtexas.gov>
Sent: Thursday, February 1, 2024 6:15 PM
To: Arguello, Martin <Martin.Arguello@oncor.com>
Subject: Vacation Comments

WARNING: This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.

Good Afternoon,

This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.

Respectfully,

Diana Geerts
Senior Planner|Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From: LReyna@midcad.org
To: Diana Geerts
Subject: RE: V-24-0061 Vacation Comments for W Ohio
Date: Tuesday, February 13, 2024 8:38:32 PM
Attachments: ATT00001.png
ATT00002.png
ATT00003.png
ATT00004.png
ATT00005.png
ATT00006.png
ATT00007.png
ATT00008.png
Importance: High

Map R34998 to find area

925 X $2.00 sq ft = 1850 Value

Hi Diana,

Please see information above for W Ohio.

Let me know if you need anything else!

Thank you,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: Diana Geerts <dgeerts@midlandtexas.gov>
To: "LReyna@midcad.org" <LReyna@midcad.org>
Date: 02/13/2024 04:20 PM
Subject: RE: V-24-0061 Vacation Comments for W Ohio

Hello Lisa,

I just wanted to check in with you about the estimated property value for the vacations I sent over. When can I expect that information? Feel free to contact me if you need any further information from me.

Respectfully,

Diana Geerts
Senior Planner|Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: LReyna@midcad.org <LReyna@midcad.org>
Sent: Tuesday, February 6, 2024 2:55 PM
To: Diana Geerts <dgeerts@midlandtexas.gov>
Subject: Re: V-24-0061 Vacation Comments for W Ohio
Importance: High

Thanks Diana and will get this information over to you!

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: Diana Geerts <dgeerts@midlandtexas.gov>
To: "LReyna@midcad.org" <LReyna@midcad.org>
Date: 02/05/2024 05:33 PM
Subject: V-24-0061 Vacation Comments for W Ohio

Good Afternoon,

This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.

Respectfully,

Diana Geerts
Senior Planner|Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: LReyna@midcad.org
To: Diana Geerts
Subject: Re: V-24-0061 Vacation Comments for W Tennessee
Date: Tuesday, February 13, 2024 8:38:49 PM
Attachments: ATT00001.png
ATT00002.png
ATT00003.png
ATT00004.png
Survey.PDF
Tennessee Location Map.pdf
MCAD Letter W Tennessee.pdf
Importance: High

To map use R35000

897 X $2.00 sq ft = $1,794.00 Value

Please see above for W Tennessee.

Let me know if you need anything else!

Thank you,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: Diana Geerts <dgeerts@midlandtexas.gov>
To: "LReyna@midcad.org" <LReyna@midcad.org>
Date: 02/05/2024 05:33 PM
Subject: V-24-0061 Vacation Comments for W Tennessee

Good Afternoon,

This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.

Respectfully,

Diana Geerts
Senior Planner | Development Services

O. 432-685-7577
dgeerts@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: Ruben Guerra
To: Diana Geerts
Subject: Re: Vacation Comments
Date: Tuesday, February 6, 2024 9:18:02 AM
Attachments: image001.png
image002.png
image003.png
image004.png

We have service on the pole line that runs North and South in between the parking lot and the building.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Thu, Feb 1, 2024 at 6:24 PM Diana Geerts <dgeerts@midlandtexas.gov> wrote:

> Good Afternoon,
>
> This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.
>
> *Respectfully,*
>
> *Diana Geerts*
>
> *Senior Planner|Development Services*
>
> *O. 432-685-7577*
>
> *dgeerts@midlandtexas.gov*

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: Ruben Guerra
To: Diana Geerts
Subject: Re: Vacation Comments
Date: Tuesday, February 6, 2024 9:19:24 AM
Attachments: image001.png
image002.png
image003.png
image004.png

This would be the same service running North and south in between the parking lot and the building then turns east on Tennessee Ave.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Thu, Feb 1, 2024 at 6:20 PM Diana Geerts <dgeerts@midlandtexas.gov> wrote:

> Good Afternoon,
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>
> *Respectfully,*
>
> *Diana Geerts*
>
> *Senior Planner|Development Services*
>
> *O. 432-685-7577*
>
> *dgeerts@midlandtexas.gov*

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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W Ohio Ave


Google


W Ohio Ave
STOP

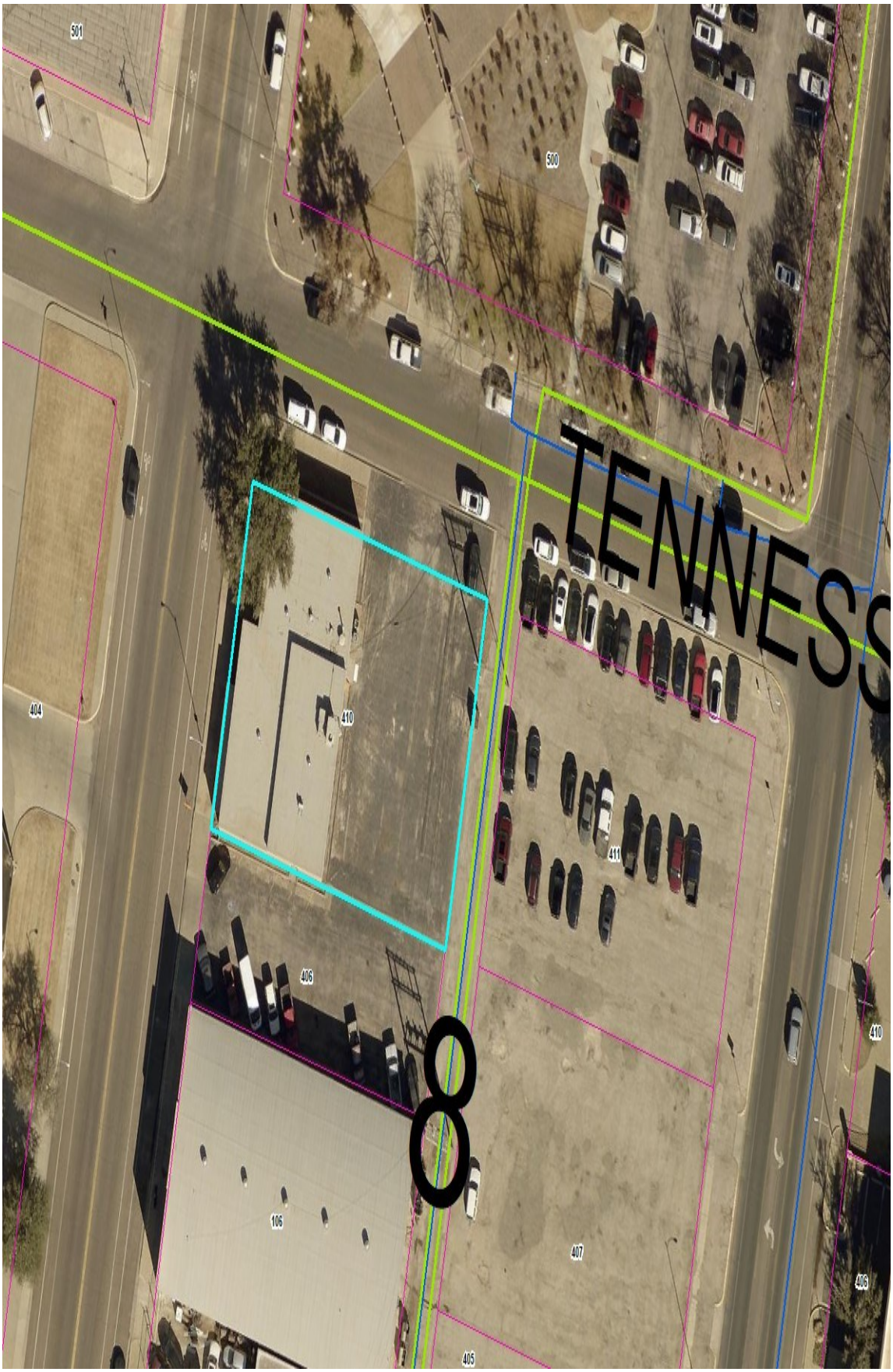

MIDLAND COUNTY COURTHOUSE
Google


W Tennessee Ave
Google




W Tennessee Ave
Google


410
411
404
406
407
106
405
300
12


501
500
TENNESS
404
410
411
406
106
407
405
410
8

City Council Meeting

Item Number: 30

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Daniel Humbert, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 34, MELODY ACRES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ROBIN LANE, APPROXIMATELY 585 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE) MEETING DATE DISPLAY

Purpose:

The applicant, Kevin Doan, is requesting a special exception to increase the maximum square footage of all accessory buildings.

Discussion:

The property is zoned AE, Agricultural Estate District. Per Section 4.09 – Accessory Buildings and Uses, the maximum square footage of all accessory buildings (combined area) allowed is 10 percent of the property. The site plan also shows that the proposed accessory structure is 12,908 square feet. The area of the property allowed to be covered by accessory structures is 8,712 square feet which is approximately 10% of the property's total area of 87,120 square feet. The proposed accessory structure would put the accessory building area coverage percentage at 14.8%. This would exceed the maximum allowed by the Current Zoning Code by 4.8% or 4,196 square feet. Therefore, the applicant is requesting this special exception to proceed.

Recommended City Council Action:

Deny based on the fact that there is no hardship that would warrant a special exception.

Fiscal Impact:

No City funds are required to process this request.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances. No objections as long as fire code requirements are meet

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil & Gas Issues.

Transportation: (Approved with Conditions)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

Planning (Denied):

There is no hardship that would warrant a special exception for the request. The house currently does not have a garage. However, staff does not consider this a hardship as the home owner would have been aware of this when they purchased the home.

Staff recommends denial of this request. However, should Council approve it, staff recommends that it be subject to conditions A and B.

Condition:

A. That the maximum accessory building area coverage shall be 14.8 percent.

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Letters of Objection:

Staff has not received any letters of objection as of March 13, 2024.

Attachments:

Site Plan (Exhibit A)
Floor Plan (Exhibit B)
Application
Maps

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 34, MELODY ACRES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ROBIN LANE, APPROXIMATELY 585 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Tract 34, Melody Acres, Section 2, City and County of Midland, Texas (the "Property"). Said special exception shall allow an increased maximum square footage of all accessory buildings.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the maximum accessory building area coverage shall be 14.8 percent of the area of the Property.

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

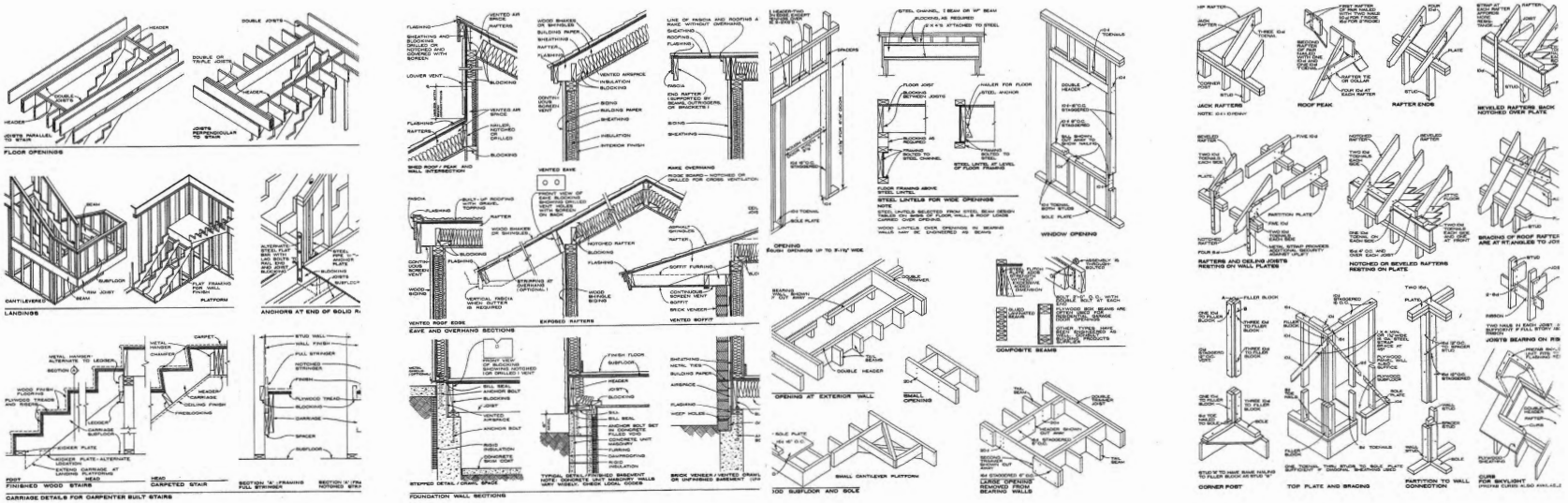
_____
Marcia Bentley-German, City Secretary

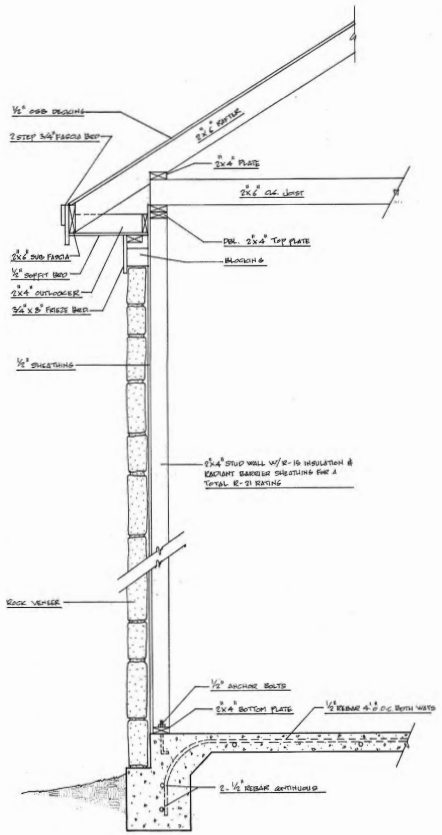
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

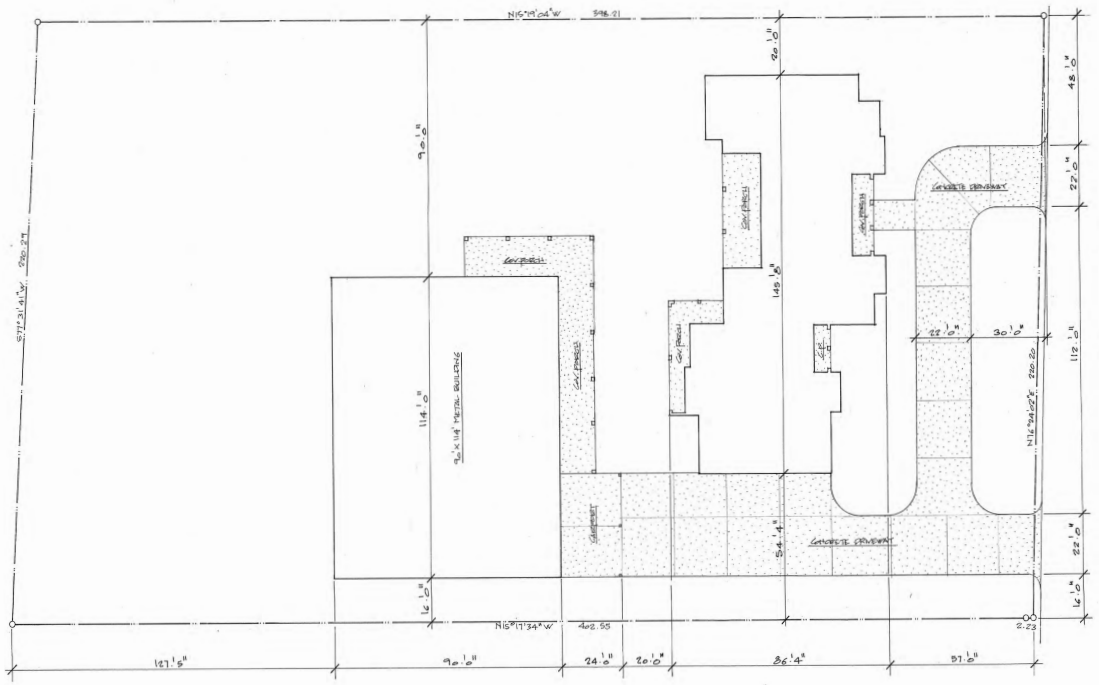
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney





WALL SECTION



4412 ROBIN LANE

SITE PLAN

SCALE 1" = 20'-0"

N.B.F. 9-23

SITE PLAN, WALL SECTION, DETAILS

4412 ROBIN LANE

BROWNLEE RESIDENCE

5 OF 6

EXHIBIT "A"

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: KEVIN DOAN		Phone (432) 559-9925 Email K5DOAN@yahoo.com	
Address 4616 Woodbar Ct.	City Midland	State TX	Zip 79707

Property Owner Printed Name: Colby Brownlee		Phone (254) 733-8500 Email colbys67@gmail.com	
Address 4412 Robin Lane	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4412 Robin Lane Midland, TX

Legal Description TRACT 34
Lot: Block: Subdivision: Melody Acres Second Section City of Midland Midland Co, Tx

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☑ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: TO Build AN Accessory Buildings larger than zoning Allows ~~end of~~

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 1-16-24
Applicant (printed): Kevin Doan	
Property Owner (signature):	Date: 1-18-24
Property Owner (printed) : Colby Brownlee	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Kevin Doan who, being by me duly sworn, upon oath says: That (s)he is authorized by Colby Brownlee, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 17 day of January, 2024, to certify which witness my hand and seal of office.

FELICIA D. KELLEY
Notary Public, State of Texas
Comm. Expires 08-10-2024
Notary ID 132529101

Felicia Kelley
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

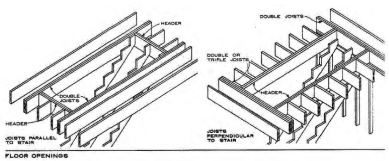
☐ Property Owner Authorization ☐ Dimensioned Site Plan

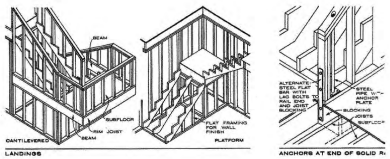
☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

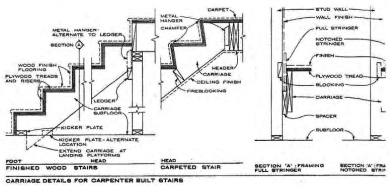
Check # 330

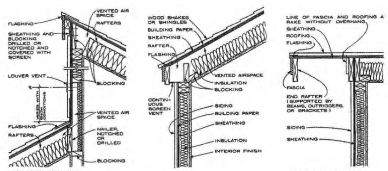
Received By: Date: RECEIVED JAN 22 2024

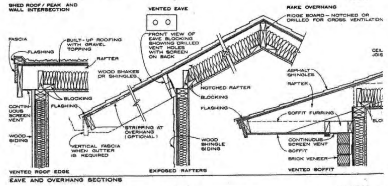
****Application will not be considered for scheduling until reviewed by a planner.****

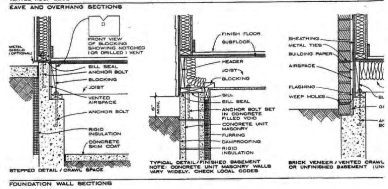


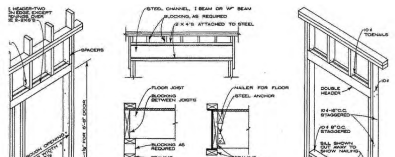


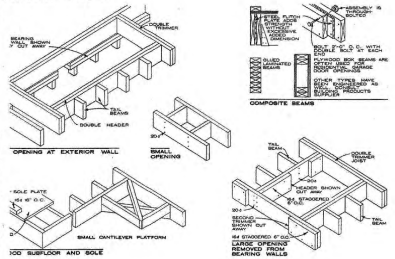


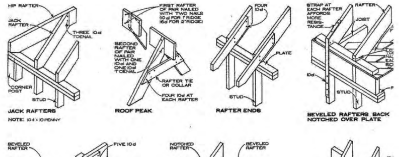


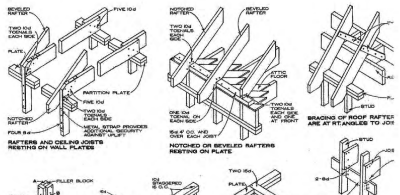


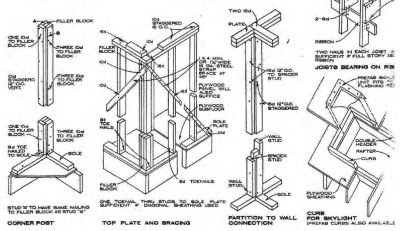


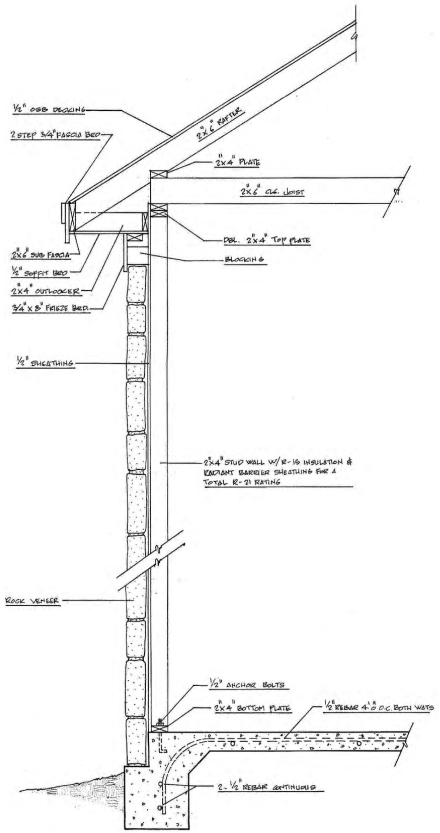












WALL SECTION

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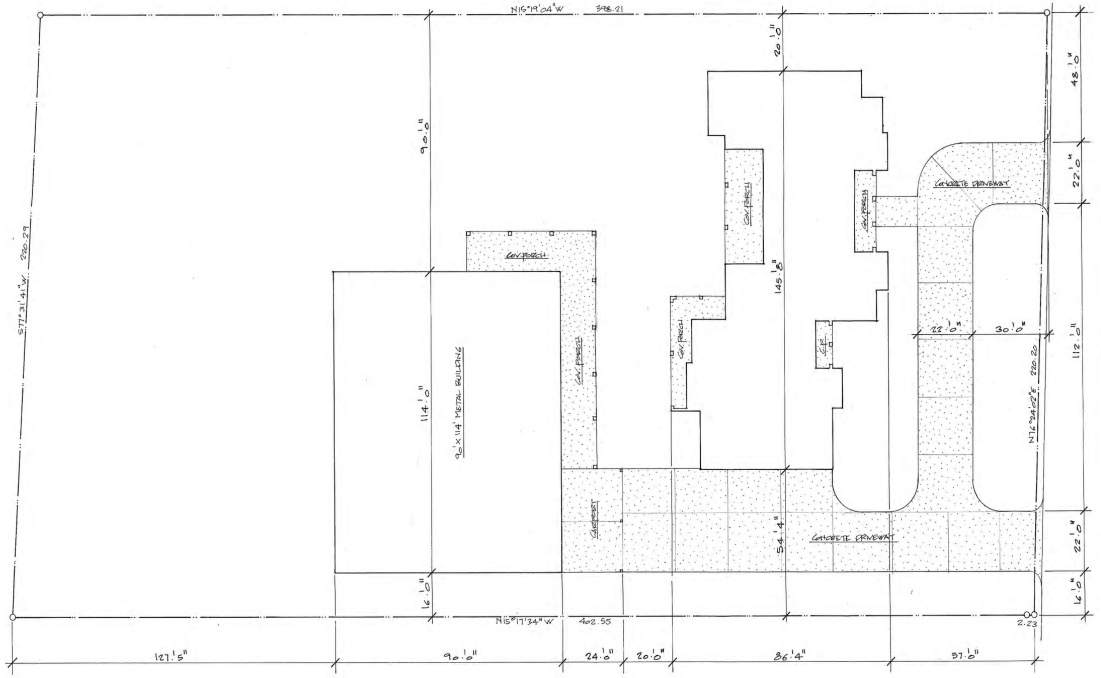
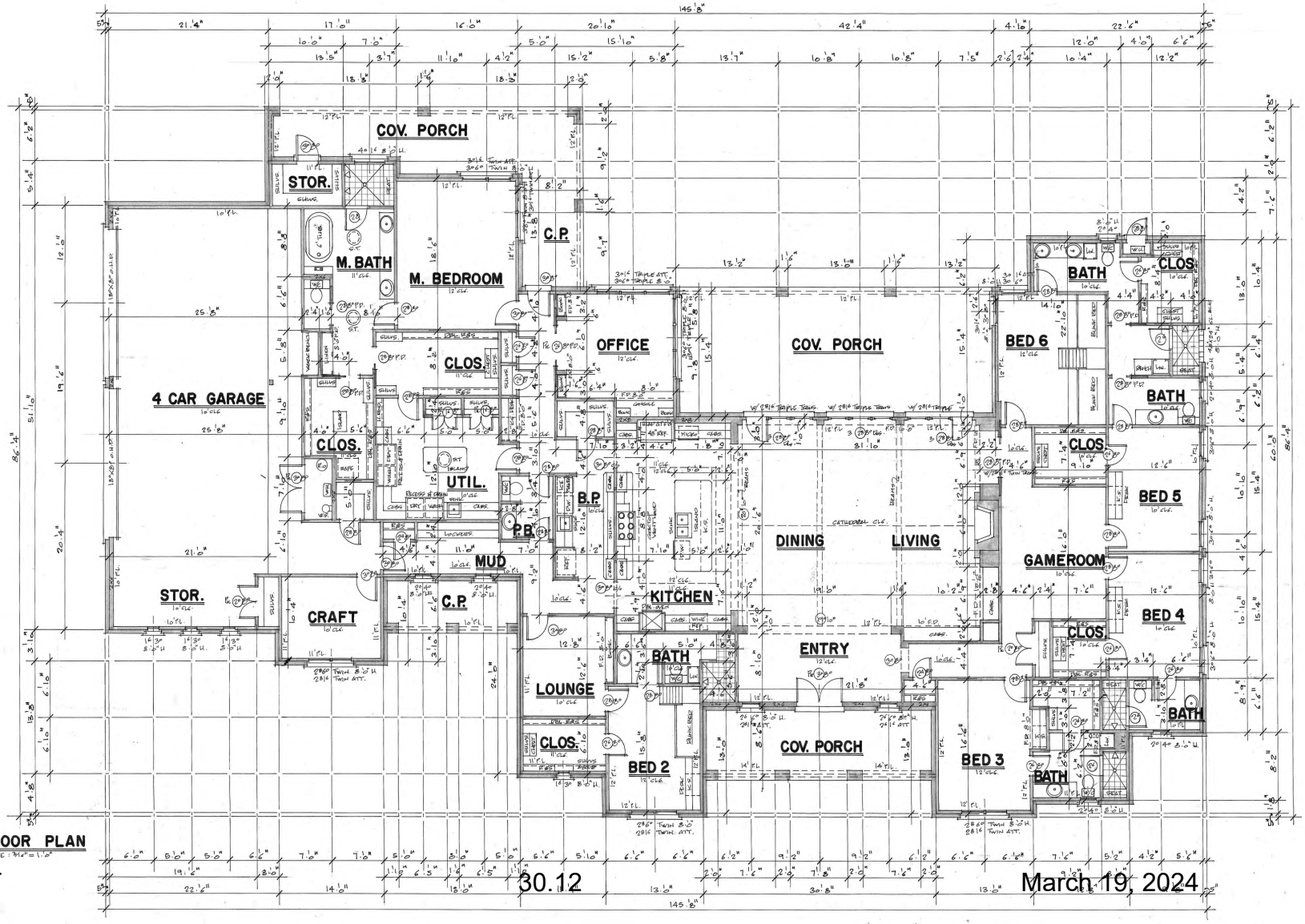


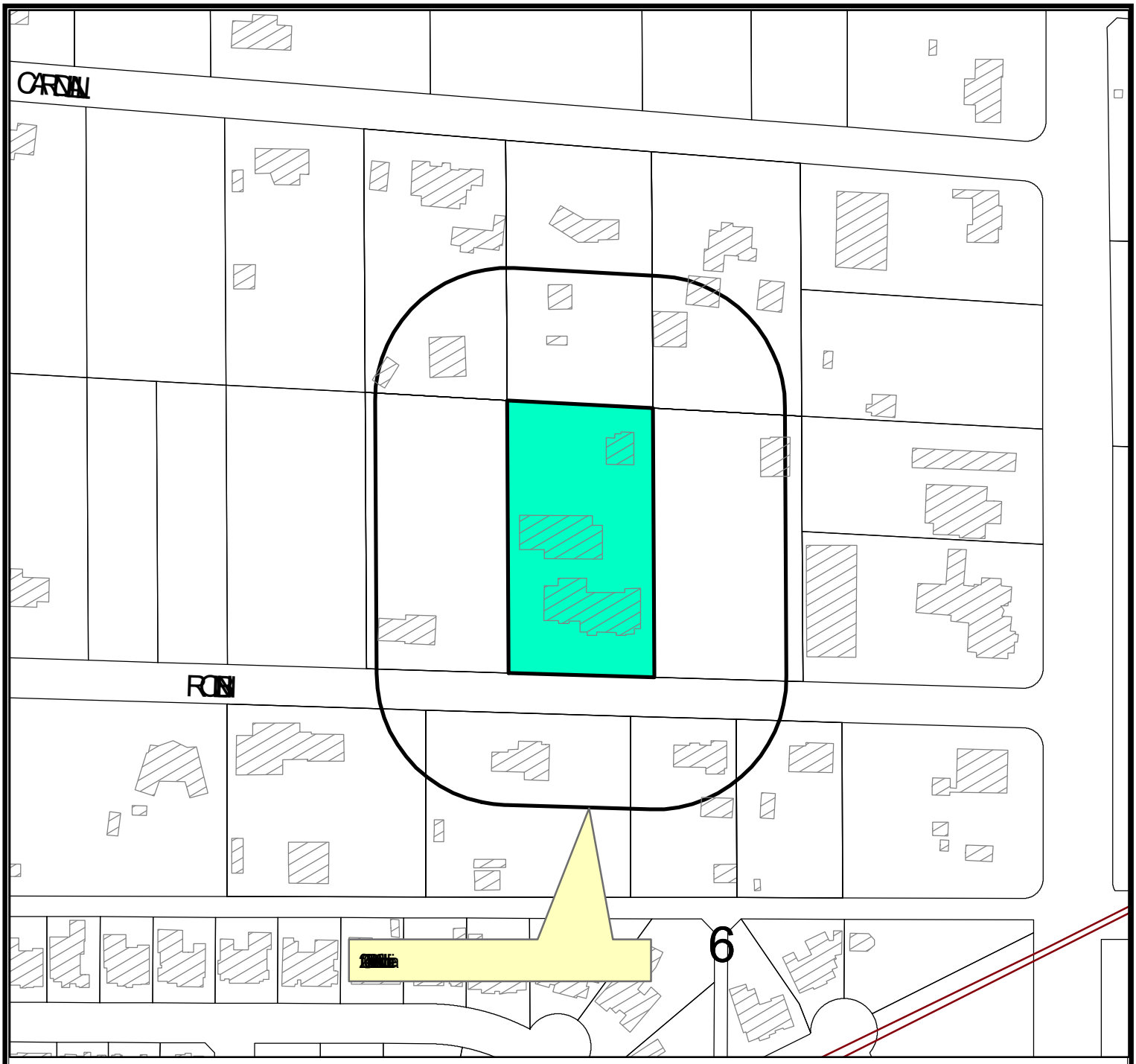
SITE PLAN

SCALE : 1" = 20'-0"



FLOOR PLAN

SCALE : 3/16" = 1'-0"



LOCATION MAP

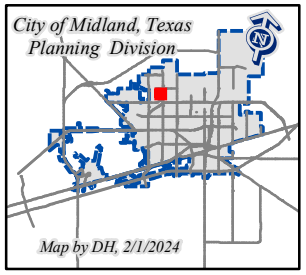
E-24-0115 **Scale: 1" = 216'**

Consider a request by Kevin Doan for a special exception from the City of Midland Zoning Ordinance Section 4.09 – Accessory Buildings and Uses, to permit an accessory structure that exceeds the maximum square footage of all accessory buildings on Tract 34, Melody Acres, Section 2, City and County of Midland, Texas.

Generally located on the north side of Robin Lane, approximately 585 feet west of N. Midland Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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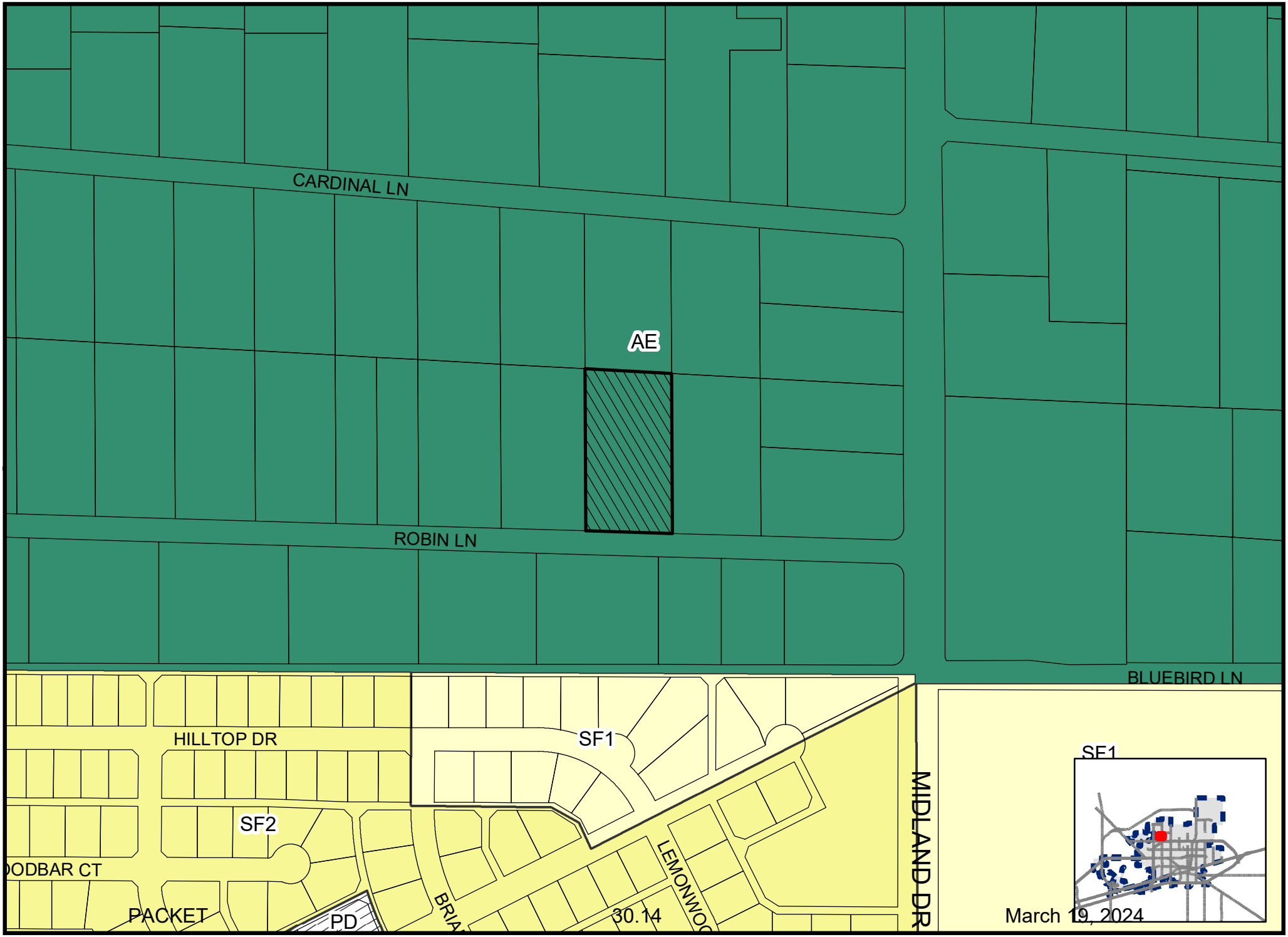
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DH, 2/1/2024

E--24-0115

Scale: 1" = 255'

ZONING MAP

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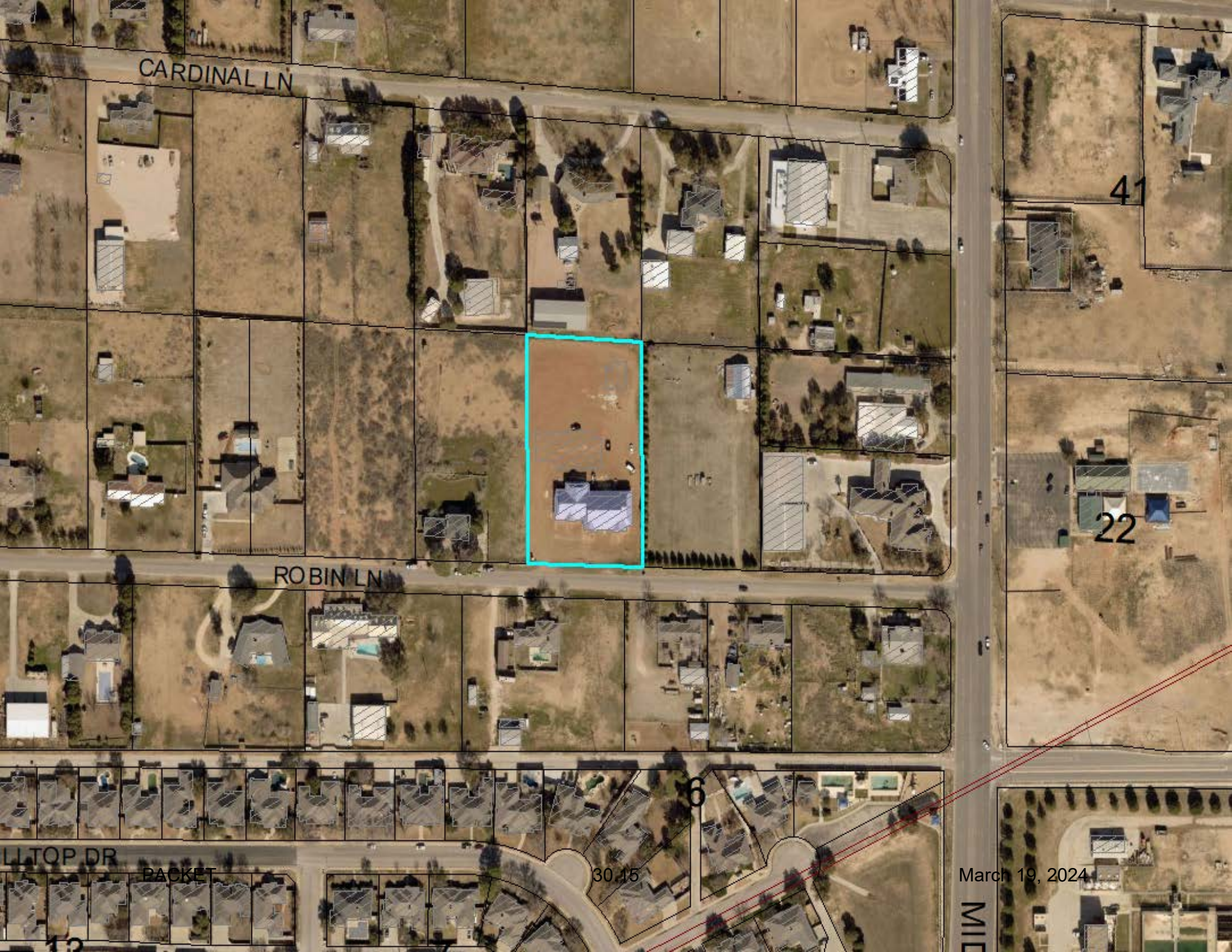

CARDINAL LN
ROBIN LN
41
22
6
LLTOP DR









City Council Meeting

Item Number: 31

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Xavier Bauguess, Planning Manager

Subject: **AN ORDINANCE RELEASING FROM THE CITY OF MIDLAND'S EXTRATERRITORIAL JURISDICTION A 62.302-ACRE TRACT OF LAND, A 7.85-ACRE TRACT OF LAND, A 5.84-ACRE TRACT OF LAND, AND A 12.19-ACRE TRACT OF LAND, ALL OUT OF SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO GIVE NOTICE OF THIS RELEASE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:
Permian Lodging Midland LLC, RV Midland One LLC, RV Midland Two, LLC; and RV Midland Three, LLC; are requesting to be released from the City of Midland's Extraterritorial Jurisdiction (ETJ) pursuant to subsection 42.102(b) of the Texas Local Government Code.

Recommended City Council Action:
Staff recommends approval of the request as the requirements of the Texas Local government Code Section 42.105 (a)(2) have been met.

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
(Quality of Life and Place)

Discussion:
Section 42.102(b) of the Texas Local Government Code states that a petition requesting release must be signed by:

(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or (2) a majority in value of the holders of title

of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.

City staff has confirmed that a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district. Therefore, staff recommends approval.

Fiscal Impact:
No City funds are required to process this request.

Attachments:
Petition for Release
Location Map
Aerial Map

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE RELEASING FROM THE CITY OF MIDLAND'S EXTRATERRITORIAL JURISDICTION A 62.302-ACRE TRACT OF LAND, A 7.85-ACRE TRACT OF LAND, A 5.84-ACRE TRACT OF LAND, AND A 12.19-ACRE TRACT OF LAND, ALL OUT OF SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO GIVE NOTICE OF THIS RELEASE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

WHEREAS, the City of Midland received a petition requesting the release of certain land from the City's extraterritorial jurisdiction (the "ETJ"), a copy of said petition being attached hereto as Exhibit "A" (the "Petition"); and

WHEREAS, the City Secretary has verified the signatures on the Petition in accordance with Section 42.105(a) of the Local Government Code; and

WHEREAS, the City Council finds that the Petition contains the number of signatures required under Section 42.104 of the Local Government Code to release the area described by the Petition from the ETJ; and

WHEREAS, the City Council finds that the area described by the Petition must be released from the ETJ in accordance with Section 42.105(c) of the Local Government Code;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the area described by the Petition is hereby released from the ETJ.

SECTION TWO. That the City Manager or the City Manager's designee shall notify the residents and landowners of the area described by the Petition that the area has been released from the ETJ. This requirement may be satisfied by notifying the person who filed the Petition.

SECTION THREE. That this ordinance shall become effective immediately.

SECTION FOUR. That if any section, subsection, sentence, clause or phrase of this

ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A" TO ORDINANCE

PERMIAN LODGING MIDLAND LLC; RV MIDLAND ONE, LLC; RV MIDLAND TWO, LLC; AND RV MIDLAND THREE, LLC'S PETITION FOR RELEASE FROM THE CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION PURSUANT TO SUBSECTION 42.102(b) OF THE TEXAS LOCAL GOVERNMENT CODE

To the Mayor and City Council of the City of Midland, Texas:

Now come PERMIAN LODGING MIDLAND LLC; RV MIDLAND ONE, LLC; RV MIDLAND TWO, LLC; AND RV MIDLAND THREE, LLC (collectively, the "Entities"); which send this PETITION FOR RELEASE FROM THE CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION (the "Petition") to the City of Midland (the "City") for release of certain real property from the City's Extraterritorial Jurisdiction ("ETJ") and respectfully show the following:

I. AUTHORITY TO FILE PETITION FOR RELEASE

1.1 The Entities own four tracts which collectively comprise approximately 88.182 acres as shown in **Exhibits 1-4** (collectively, the "Area"). **Exhibits 1-4** are attached hereto and incorporated herein for all intents and purposes.

1.2 Permian Lodging Midland LLC (formerly known as Permian Lodging LLC) is the owner of Tract 1. *See* Midland County Clerk, Instrument No. 2012-24641. The legal description and map for Tract 1 are provided in **Exhibit 1-A and 1-B**.

1.3 RV Midland One, LLC is the owner of Tract 2. *See* Midland County Clerk, Instrument No. 2022-25439. The legal description and map for Tract 2 are provided in **Exhibit 2-A and 2-B**.

1.4 RV Midland Two, LLC is the owner of Tract 3. *See* Midland County Clerk, Instrument No. 2022-25443. The legal description and map for Tract 3 are provided in **Exhibit 3-A and 3-B**.

1.5 RV Midland Three, LLC is the owner of Tract 4. *See* Midland County Clerk, Instrument No. 2022-25442. The legal description and map for Tract 4 are provided in **Exhibit 4-A and 4-B**.

1.6 The Area has a resident population of less than 200.

1.7 Pursuant to S.B. 2038, effective September 1, 2023, codified in Texas Local Government Code Chapter 42, Subsection D, Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction (the "Code"), no exceptions apply which would prohibit the Entities' tracts from being eligible for release from the City's ETJ.

1.8 The signature of Paul Beaullieu on behalf of the Entities therefore constitutes compliance with Section 42.101 of the Code.

II. PETITION

2.1 The undersigned Entities, acting pursuant to the provisions of Subsection 42.102(b), Texas Local Government Code, petition the City for the release of the Area described in **Exhibits 1-4**, a copy of which is attached hereto and incorporated herein, from the City's ETJ. The person signing this petition on behalf of the Entities is authorized to sign on behalf of the Entities. The Area is currently located within the City's ETJ and is not located in an area described by Section 42.101, Texas Local Government Code; therefore, the Area is eligible for release from the City's ETJ pursuant to Section 42.102(b), Texas Local Government Code. The undersigned are the sole owners of the Area and hold title to the Area, as indicated by the tax rolls of the Midland County central appraisal district. *See* **Exhibit 5**, attached and incorporated herein for all intents and purposes. Pursuant to Subsections 42.105(c) and (d), Texas Local Government Code, (a) the City shall immediately release the Area from the City's ETJ; and (b) if the City fails to take action to release the Area from the City's ETJ by the later of the 45th day after the date the City receives this Petition for ETJ Release or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this Petition for ETJ Release, the Area is released from the City's ETJ by operation of law.

[SIGNATURE PAGES TO FOLLOW]

The undersigned owner of Tract 1, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

Permian Lodging Midland LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of Permian Lodging Midland LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

(Notary Seal)

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 2, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland One, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland One, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal)

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 3, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland Two, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland Two, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal) NICOLE JOHNSON Notary Public State of Louisiana Notary ID # 139074 Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 4, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland Three, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland Three, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal)

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

Exhibit 1-A

62.302 Acre Tract – Tract 1

WRITTEN DESCRIPTION

BEING AN 62.302 ACRE TRACT OF LAND SITUATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS. SAID 62.302 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 62.302 ACRE TRACT. SAID FOUND 1/2" IRON ROD BEING CALLED THE POINT OF BEGINNING AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), STATE PLANE COORDINATE OF N: 10684723.82, E: 1763895.26 FEET, FOR REFERENCE.

THENCE N 75°43'47" E, A DISTANCE OF 1216.49 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID 62.302 ACRE TRACT;

THENCE S 13°56'10" E, A DISTANCE OF 1337.50 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID 62.302 ACRE TRACT;

THENCE S 75°14'11" W, A DISTANCE OF 803.13 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 75°24'08" W, A DISTANCE OF 1120.01 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 16°14'32" E, A DISTANCE OF 229.52 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 75°14'35" W, PASSING A FOUND 1/2" IRON ROD AT A DISTANCE OF 615.45 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 681.64 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID 62.302 ACRE TRACT, FROM WHICH A 100D NAIL FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 13°23'21" E, A DISTANCE OF1796.53 FEET (TIE);

THENCE N 14°16'51" W, A DISTANCE OF 900.52 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR CORNER FROM WHICH A FOUND 3/8" CAPPED IRON ROD "SCHUMANN MIDLAND" BEARS S 80°28'46" E, A DISTANCE OF 6.97 FEET (TIE);

THENCE N 75°13'32" E, PASSING A FOUND 5/8" DISTURBED IRON ROD AT A DISTANCE OF 1067.93 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1394.46 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE N 14°47'28" W, A DISTANCE OF 673.22 FEET TO THE POINT OF BEGINNING, CONTAINING 62.302 ACRES OR 2,713,887 SQUARE FEET OF LAND, MORE OR LESS.

Exhibit 1-B

Map of Tract 1:

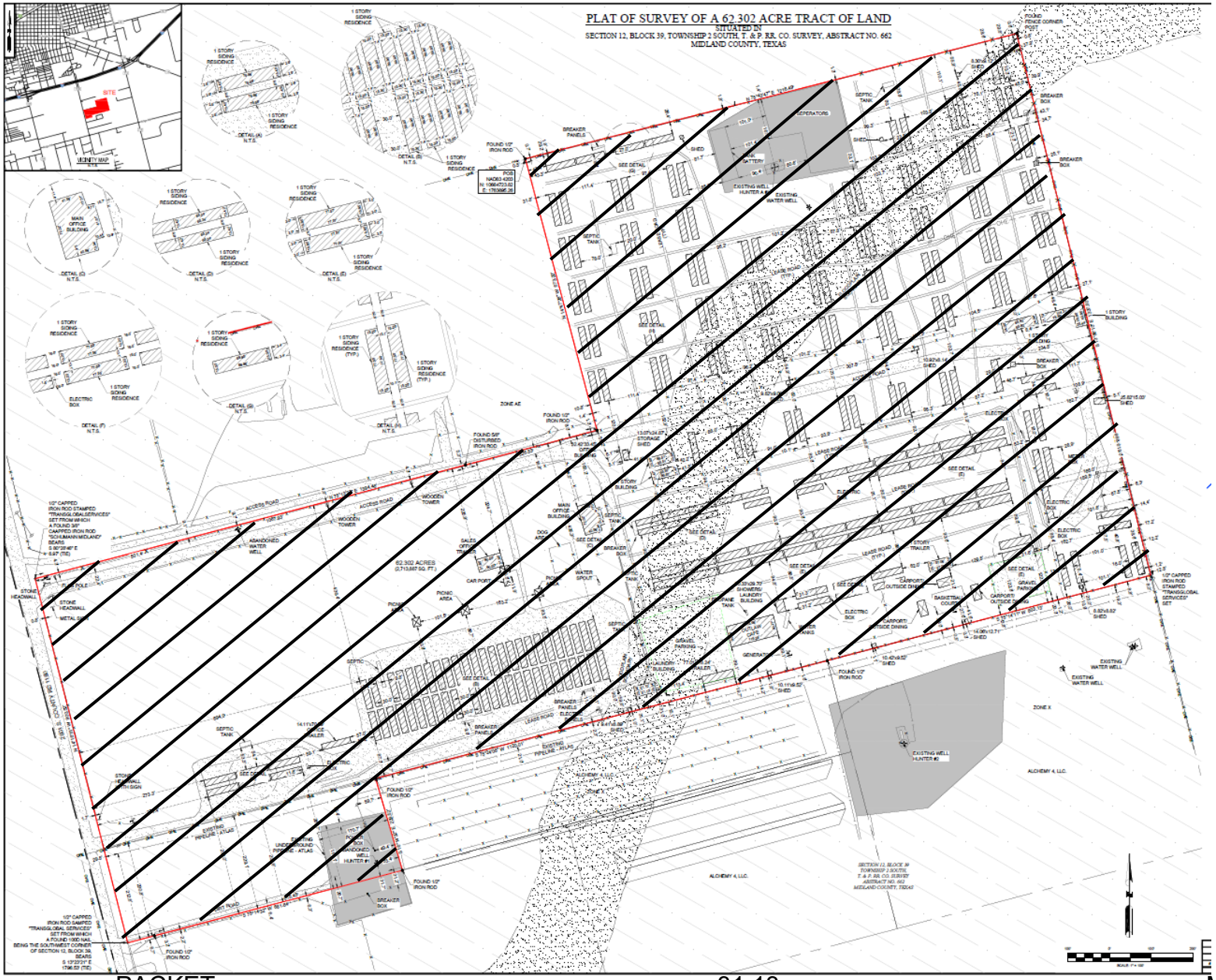


Exhibit 2-A

7.85 Acre Tract - Tract 2

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 7.85 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 7.85 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHEAST CORNER OF SAID 7.85 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 14°44'13" E A DISTANCE OF 1359.00 FEET AND BEARS S 75°15'47" W A DISTANCE OF 1836.81 FEET;

THENCE: S 75°14'24" W A DISTANCE OF 1798.04 FEET, TO A CALCULATED POINT FOR CORNER OF SAID 7.85 ACRE TRACT IN THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 1180;

THENCE: N 14°16'51" W A DISTANCE OF 30.73 FEET, TO A CALCULATED POINT FOR CORNER OF SAID 7.85 ACRE TRACT IN THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 1180;

THENCE: N 75°14'24" E A DISTANCE OF 1092.83 FEET, TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID 7.85 ACRE TRACT;

THENCE: N 14°13'26" W A DISTANCE OF 407.13 FEET, TO AN 1/2" IRON ROD, FOUND AT THE NORTHWEST CORNER OF SAID 7.85 ACRE TRACT;

THENCE: N 75°13'26" E A DISTANCE OF 702.02 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 7.85 ACRE TRACT;

THENCE: S 14°38'43" E A DISTANCE OF 438.04 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 7.85 ACRES MORE OR LESS.

Exhibit 2-B

Map of Tract 2:

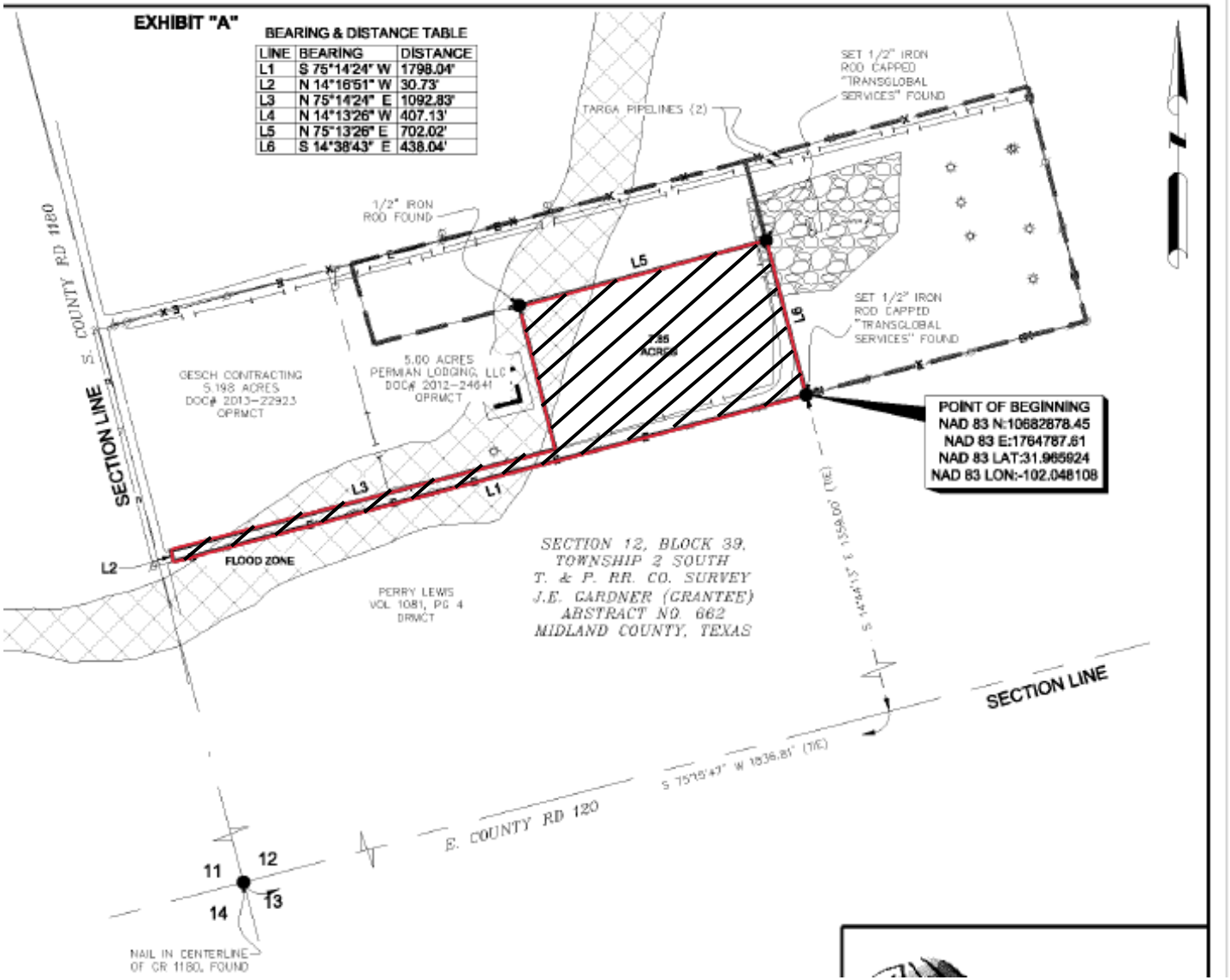


Exhibit 3-A

5.84 Acre Tract - Tract 3

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 5.84 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 5.84 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHWEST CORNER OF SAID 5.84 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 75°14'22" W A DISTANCE OF 724.62 FEET AND BEARS S 14°45'38" E A DISTANCE OF 1795.98 FEET;

THENCE: N 16°14'17" W A DISTANCE OF 229.52 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHWEST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: N 75°24'08" E A DISTANCE OF 1120.01 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: S 14°38'43" E A DISTANCE OF 225.96 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE SOUTHEAST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: S 75°13'26" W A DISTANCE OF 1113.63 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 5.84 ACRES MORE OR LESS.

Exhibit 3-B

Map of Tract 3:

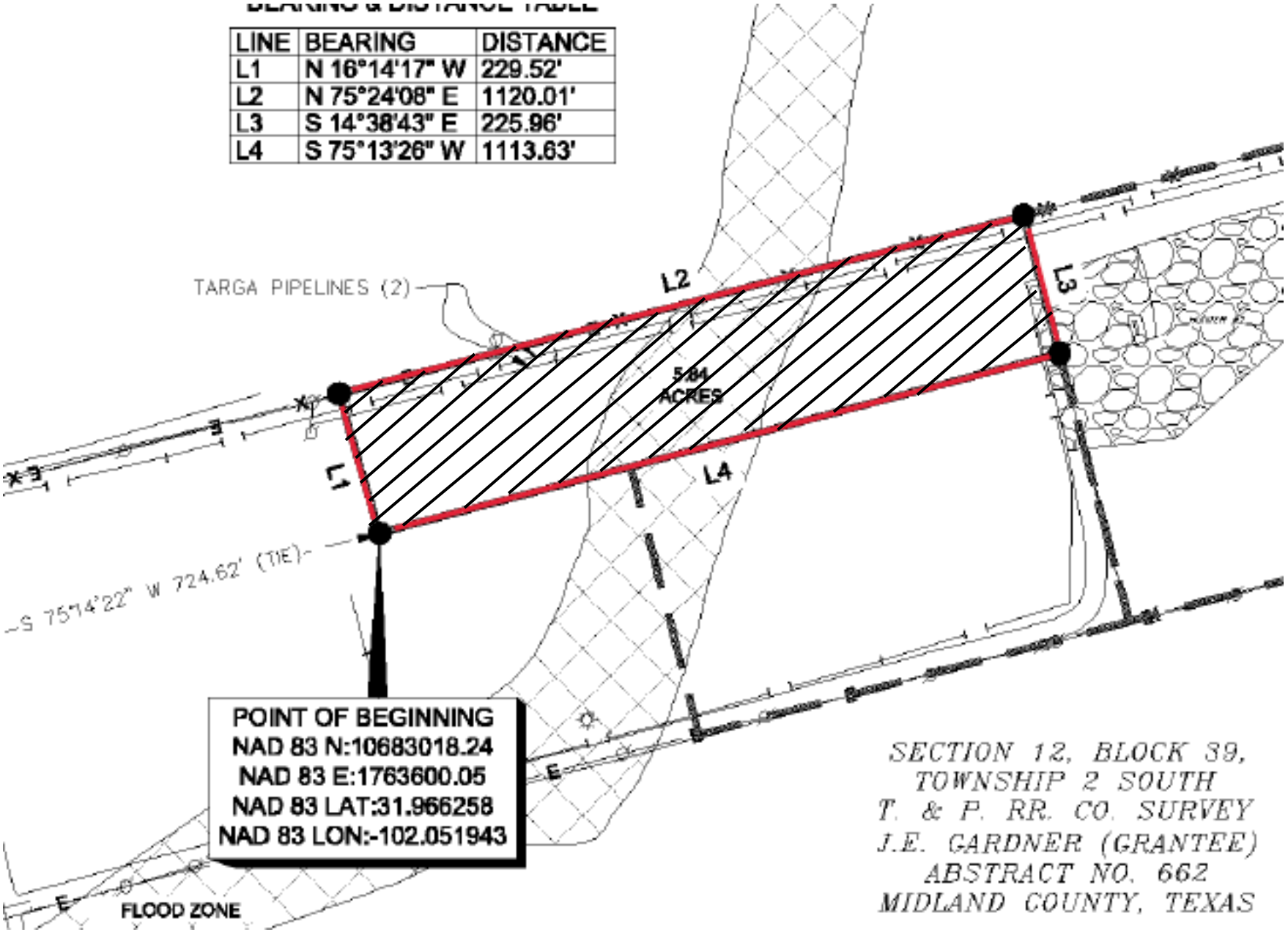


Exhibit 4-A

12.19 Acre Tract – Tract 4

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 12.19 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 12.19 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHWEST CORNER OF SAID 12.19 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 14°44'13" E A DISTANCE OF 1359.00 FEET AND BEARS S 75°15'47" W A DISTANCE OF 1836.81 FEET;

THENCE: N 14°38'43" W A DISTANCE OF 664.00 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHWEST CORNER OF SAID 12.19 ACRE TRACT;

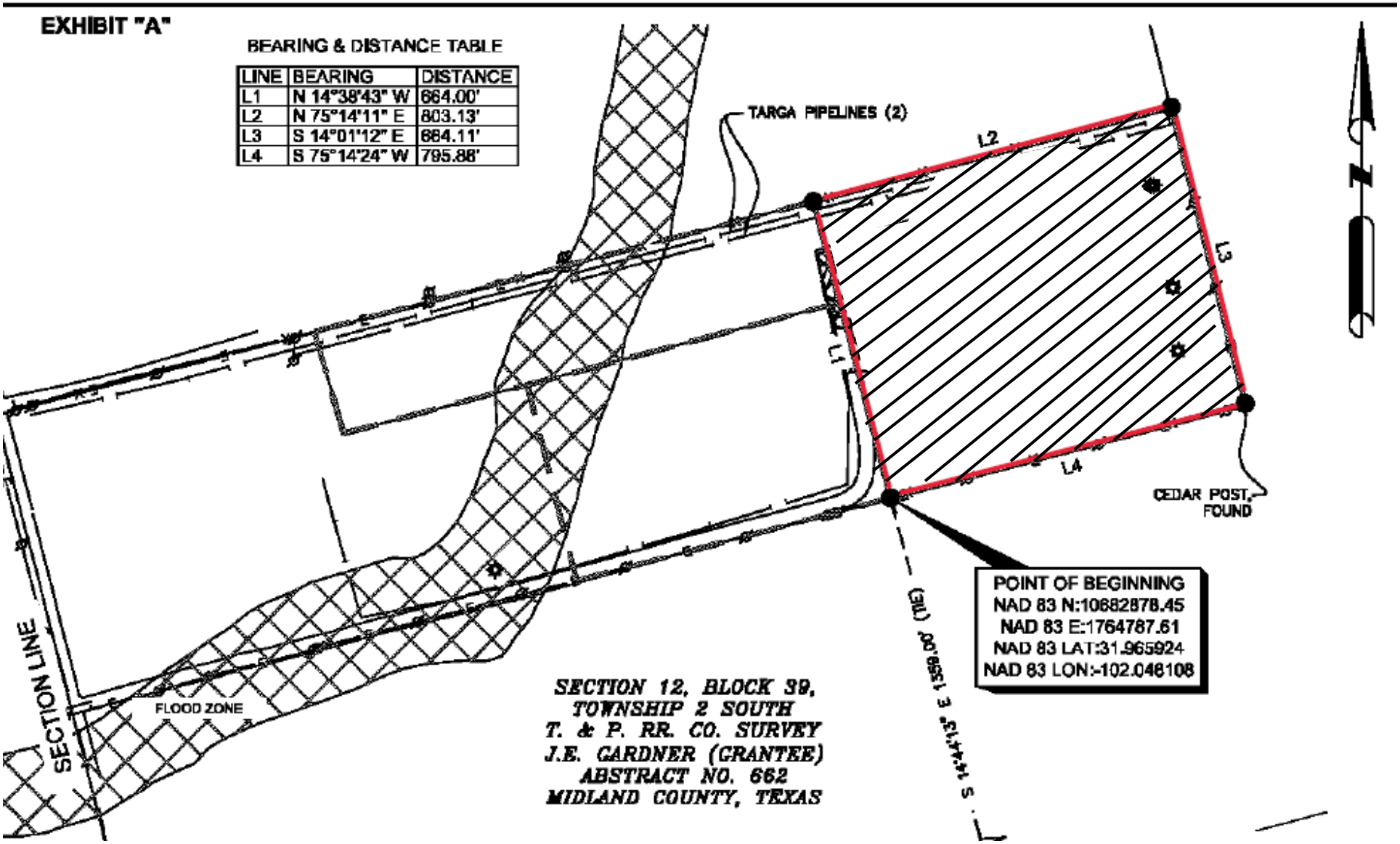
THENCE: N 75°14'11" E A DISTANCE OF 803.13 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 12.19 ACRE TRACT;

THENCE: S 14°01'12" E A DISTANCE OF 664.11 FEET, TO A CEDAR POST, FOUND AT THE SOUTHEAST CORNER OF SAID 12.19 ACRE TRACT;

THENCE: S 75°14'24" W A DISTANCE OF 795.88 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 12.19 ACRES MORE OR LESS.

Exhibit 4-B

Map of Tract 4



MIDLAND CENTRAL APPRAISAL DISTRICT

Home Return to Search Print

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227164 Geo ID: 00003920.012.6270

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND ONE LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 7.850, 7.85 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$950,230	$0	$0	$0	$0	$0
Land	+	$70,650	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$1,020,880	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$1,020,880	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $950,230*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
1	COMM	COMM BLDG	2018	1,600	160
2	CNPY	CANOPY	2018	750	110
3	CP	CARPORT	2018	700	110
4	CP	CARPORT	2018	700	110
5	CP	CARPORT	2018	700	110
6	CP	CARPORT	2018	700	110
7	CP	CARPORT	2018	142,800	1,514
8	MHS	MH SPACE(S)		124	250

Land Details *Market Value: $70,650* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	7.850	341,946	0	0		70,650	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25439

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	1,020,880	$0.12043	0.0012043	$1,229.45
CUD	MIDLAND COUNTY UTILITY DIST	1,020,880	$0.029446	0.00029446	$300.61
HOS	MIDLAND HOSPITAL	1,020,880	$0.07312	0.0007312	$746.47
RDC	MIDLAND COLLEGE	1,020,880	$0.07741	0.0007741	$790.26
SCM	MIDLAND ISD	1,020,880	$0.877	0.00877	$8,953.12
	Total Estimation		**$1.177406**	**0.01177406**	**$12,019.91**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

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Southwest Data Solutions is not responsible for any errors or omissions.

MIDLAND CENTRAL APPRAISAL DISTRICT

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227165 Geo ID: 00003920.012.6280

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND TWO LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 5.840, 5.840 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$320,000	$0	$0	$0	$0	$0
Land	+	$52,560	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$372,560	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$372,560	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $320,000*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
1	MHS	MH SPACE(S)		80	162

Land Details *Market Value: $52,560* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	5.840	254,390	0	0		52,560	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25443

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	372,560	$0.12043	0.0012043	$448.67
CUD	MIDLAND COUNTY UTILITY DIST	372,560	$0.029446	0.00029446	$109.70
HOS	MIDLAND HOSPITAL	372,560	$0.07312	0.0007312	$272.42
RDC	MIDLAND COLLEGE	372,560	$0.07741	0.0007741	$288.40
SCM	MIDLAND ISD	372,560	$0.877	0.00877	$3,267.35
	Total Estimation		**$1.177406**	**0.01177406**	**$4,386.54**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

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Southwest Data Solutions is not responsible for any errors or omissions.

MIDLAND CENTRAL APPRAISAL DISTRICT

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227166 Geo ID: 00003920.012.6290

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND THREE LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 12.190, 12.19 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$0	$0	$0	$0	$0	$0
Land	+	$109,710	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$109,710	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$109,710	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $0*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage

Land Details *Market Value: $109,710* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	12.190	530,996	0	0		109,710	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25442

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	109,710	$0.12043	0.0012043	$132.12
CUD	MIDLAND COUNTY UTILITY DIST	109,710	$0.029446	0.00029446	$32.31
HOS	MIDLAND HOSPITAL	109,710	$0.07312	0.0007312	$80.22
RDC	MIDLAND COLLEGE	109,710	$0.07741	0.0007741	$84.93
SCM	MIDLAND ISD	109,710	$0.877	0.00877	$962.16
	Total Estimation		**$1.177406**	**0.01177406**	**$1,291.74**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

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Southwest Data Solutions is not responsible for any errors or omissions.

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

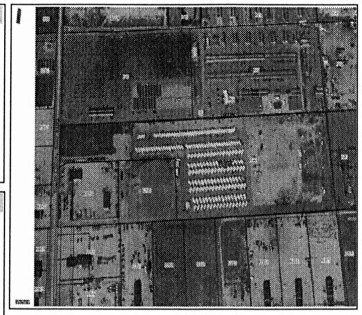
Property ID : R000005446 Geo ID : 00003920.012.6220 1/1

Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012



Legal Information

LEGAL: 3.57 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662
SITUS: 1317 E COUNTY RD 00117
ACRES:3.300

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
6/21/18	D-19			2018-17793	6/21/18		++++++	RV MIDLAND ONE LLC	PERMIAN LODGING INC
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING LLC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	3.300 AC/143,748 SF	15,000.0		9,000.00	ADJ(-),	-40%	-19,800	N	29,700	F2						
									=======							======
									29,700							0

Comments

**NOTES: ** PERMIAN LODGING - MIDLAND LODGE **

	2024	Ptd	Change +/-	Prior	2023	Ptd
Land Non Homesite +	29,700	F1	-2,430	32,130		F1
Total Market =	29,700		-2,430	32,130		
Assessed =	29,700		-2,430	32,130		

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	29,700	.1204300		35.77
SCM MIDLAND ISD	0	29,700	.8770000		260.47
RDC MIDLAND COLLEGE	0	29,700	.0774100		22.99
HOS MIDLAND HOSPITAL	0	29,700	.0731200		21.72
CUD MIDLAND COUNTY UTILITY DIST	0	29,700	.0294460		8.75
** ESTIMATED TOTAL					=======
					349.70

Nbh Coding
B13
D02
CUD
MULTI
RD
MC21
EXTCOMM22

Misc Coding
MANCAMP
STA21

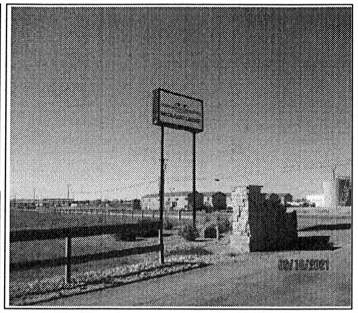
User PERVIN Print Date 2/16/2024 10:36:25 AM Property ID : R000005446 Geo ID : 00003920.012.6220 Quick Link :

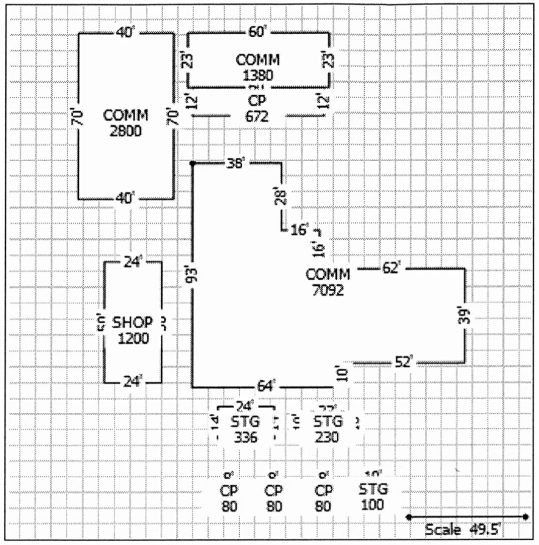
MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

Property ID : R000005450 Geo ID : 00003920.012.7100

Ownership
PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed
INST: 2012-24641
DATE: 11/13/2012





Legal Information
LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180 A
ACRES:20.500
XREF:M205134,M205874,M205136 +
UNCERTIFIED

Appraisal Coding			
Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING INC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	S-S			2012-23998	11/2/12	950,000	++++++	RALPHS REAL ESTATE	BOYD FOY W JR

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	CCM02

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd		Value
COMM-COMM BLDG	N		FRDL	7,092	105.34	747,071	0	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	149,414
STG-STG BLDG	N	1975/NA	*STGF	100	15.12	1,512	0 8	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	302
STG-STG BLDG	N	1975/NA	*STGM	230	9.34	2,148	0 8	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	430
CP-CARPORT	N	1983/NA	*CPM1	672	12.87	8,649	0 9	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	1,730
SHOP-SHOP	N	1983/NA	*FWSL	1,200	32.97	39,564	0 6	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	7,913
STG-STG BLDG	N	2000/NA	*STGF	336	15.12	5,080	0 8	-79%		0%	0%	0%	100%	0%	-79.0%	E2	*	1,067
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
COMM-COMM BLDG	N	1975/NA	*FWSL	1,380	32.97	45,499	0 6	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	9,100
COMM-COMM BLDG	N	2018/NA	*FOSL	2,800	79.68	223,104	0 6	-11%		0%	0%	0%	100%	0%	-11.0%	E2	*	198,563
				14,050		1,075,741	0											370,886

CSF IMPR: 52.296

Feature Code	Cpsf / Value
1.0-BATHS	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.500 AC/892,980 SF	15,000.0		15,000.00		0%		N	307,500	F1						
									307,500							0

Comments
**NOTES: ** PERMIAN LODGING - MIDLAND LODGE **

	2024	Ptd	Change +/-	Prior 2023	Ptd
Impr Non Homesite +	2,727,750	F1	0	2,727,750	F1
Land Non Homesite +	307,500	F1	0	307,500	F1
Total Market =	3,035,250		0	3,035,250	
Assessed =	3,035,250		0	3,035,250	

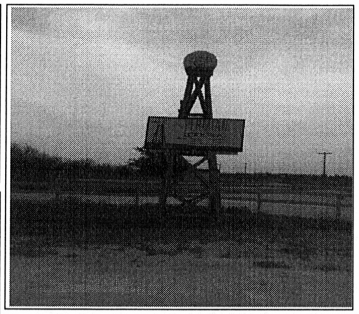
Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	3,035,250	.1204300		3,655.35
SCM MIDLAND ISD	0	3,035,250	.8770000		26,619.14
RDC MIDLAND COLLEGE	0	3,035,250	.0774100		2,349.59
HOS MIDLAND HOSPITAL	0	3,035,250	.0731200		2,219.37
CUD MIDLAND COUNTY UTILITY DIST	0	3,035,250	.0294460		893.76
** ESTIMATED TOTAL					35,737.21

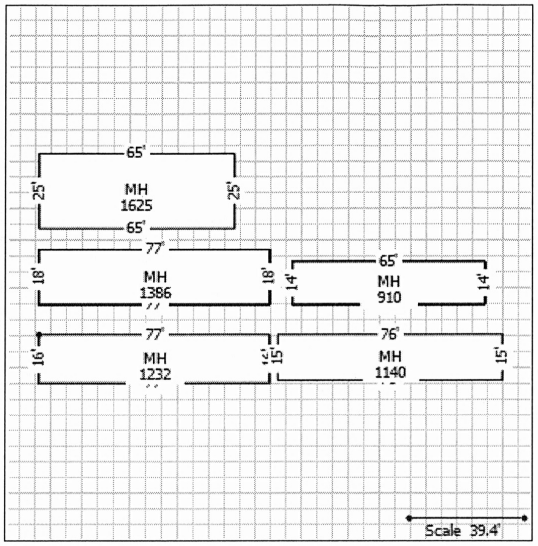
Nbh Coding
B13
CUD
RVS
MULTI
MC21
EXTCOMM22

Misc Coding
MANCAMP
STA21

User PERVIN Print Date 2/16/2024 10:36:48 AM Property ID : R000005450 Geo ID : 00003920.012.7100 Quick Link :

Ownership	Exemptions/Deed
PERMIAN LODGING MIDLAND LLC 1 FLAGG PLACE LAFAYETTE, LA 70508	INST: 2012-24641 DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180 A
ACRES:20.500
XREF:M205134,M205874,M205136 +

UNCERTIFIED

Appraisal Coding			
Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING INC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	S-S			2012-23998	11/2/12	950,000	++++++	RALPHS REAL ESTATE	BOYD FOY W JR

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	CCM02

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCD1	1,140	26.00	29,640	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	23,119
MH-MOBILE HOME	N	2015/NA	*MCD1	1,140	26.00	29,640	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	23,119
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	12,067
MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	12,067

Feature Code	Cpsf / Value

MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%	0%	0%	0%	100%	0%	-22.0%	*	12,067			

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

Property ID : R000005451 Geo ID : 00003920.012.7150

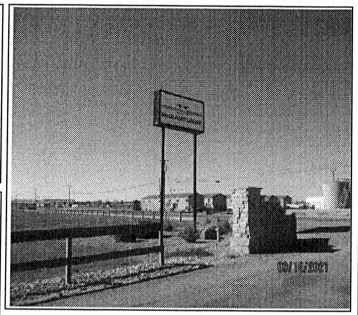
Ownership

PERMIAN LODGING MIDLAND LLC

1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012



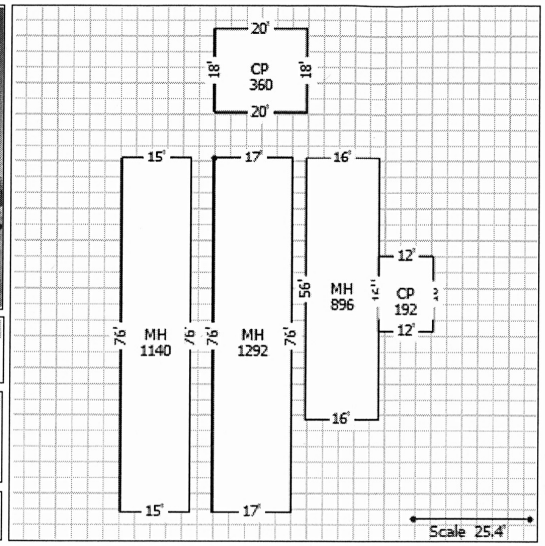
Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180
ACRES:20.000
XREF:M2786

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23



Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	D-13			2012-23998	11/2/12		++++++	RALPHS REAL ESTATE	BOYD FOY
12/17/79		0671	0574		12/17/79		++++++		

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCS1	896	17.00	15,232	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	12,338
CP-CARPORT	N	20106/NA	*CPM1	192	12.87	2,471	0 9	0%		0%	0%	0%	100%	0%	0.0%	*	2,471
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
				30,400		570,132	0										463,203

CSF IMPR: 358.516

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.000 AC/871,200 SF	15,000.0		15,000.00		0%		N	300,000	F1						
									300,000							0

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

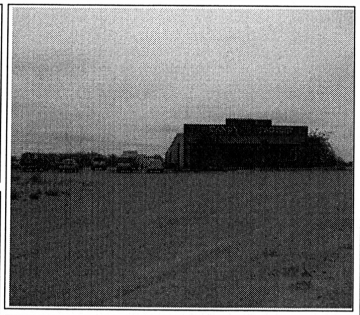
Property ID : R000005451 Geo ID : 00003920.012.7150

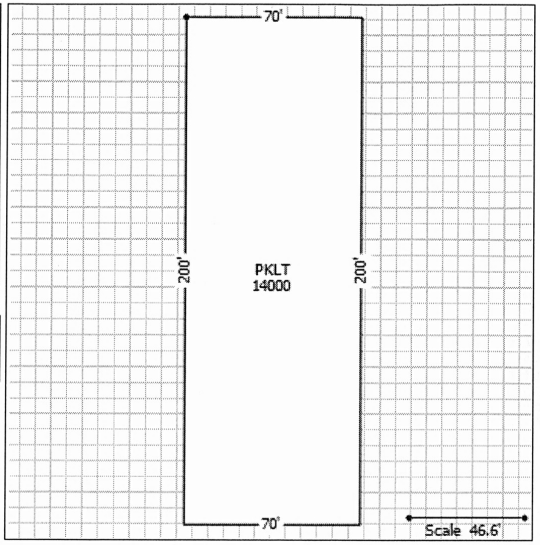
Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180
ACRES:20.000
XREF:M2786

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	D-13			2012-23998	11/2/12		++++++	RALPHS REAL ESTATE	BOYD FOY
12/17/79		0671	0574		12/17/79		++++++		

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
PKLT-PARKING LT	N	2016/NA	BT	14,000	3.25	45,500	0		0%	0%	0%	0%	100%	0%	0.0%	F1	45,500
				14,000		45,500	0										45,500

CSF IMPR: 3.25

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd	Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.000 AC/871,200 SF	15,000.0		15,000.00		0%		N	300,000	F1							0
									300,000								

Comments

**NOTES: ** PERMIAN LODGING - MIDLAND LODGE ** ADD BT PKLT 2016 FWD;

	2024	Ptd	Change +/-	Prior 2023	Ptd
Impr Non Homesite +	520,060	F1	0	520,060	F1
Land Non Homesite +	300,000	F1	0	300,000	F1
Total Market =	820,060		0	820,060	
Assessed =	820,060		0	820,060	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	820,060	.1204300		987.60
SCM MIDLAND ISD	0	820,060	.8770000		7,191.93
RDC MIDLAND COLLEGE	0	820,060	.0774100		634.81
HOS MIDLAND HOSPITAL	0	820,060	.0731200		599.63
CUD MIDLAND COUNTY UTILITY DIST	0	820,060	.0294460		241.47
** ESTIMATED TOTAL					9,655.44

Nbh Coding
AGU
B13
D02
CUD
MULTI
MC21
EXTCOMM22

Misc Coding
LND 1
MANCAMP
STA21

User PERVIN Print Date 2/16/2024 10:37:10 AM Property ID : R000005451 Geo ID : 00003920.012.7150 Quick Link :

PERMIAN LODGING MIDLAND LLC; RV MIDLAND ONE, LLC; RV MIDLAND TWO, LLC; AND RV MIDLAND THREE, LLC'S PETITION FOR RELEASE FROM THE CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION PURSUANT TO SUBSECTION 42.102(b) OF THE TEXAS LOCAL GOVERNMENT CODE

To the Mayor and City Council of the City of Midland, Texas:

Now come PERMIAN LODGING MIDLAND LLC; RV MIDLAND ONE, LLC; RV MIDLAND TWO, LLC; AND RV MIDLAND THREE, LLC (collectively, the "Entities"); which send this PETITION FOR RELEASE FROM THE CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION (the "Petition") to the City of Midland (the "City") for release of certain real property from the City's Extraterritorial Jurisdiction ("ETJ") and respectfully show the following:

I. AUTHORITY TO FILE PETITION FOR RELEASE

1.1 The Entities own four tracts which collectively comprise approximately 88.182 acres as shown in **Exhibits 1-4** (collectively, the "Area"). **Exhibits 1-4** are attached hereto and incorporated herein for all intents and purposes.

1.2 Permian Lodging Midland LLC (formerly known as Permian Lodging LLC) is the owner of Tract 1. *See* Midland County Clerk, Instrument No. 2012-24641. The legal description and map for Tract 1 are provided in **Exhibit 1-A and 1-B**.

1.3 RV Midland One, LLC is the owner of Tract 2. *See* Midland County Clerk, Instrument No. 2022-25439. The legal description and map for Tract 2 are provided in **Exhibit 2-A and 2-B**.

1.4 RV Midland Two, LLC is the owner of Tract 3. *See* Midland County Clerk, Instrument No. 2022-25443. The legal description and map for Tract 3 are provided in **Exhibit 3-A and 3-B**.

1.5 RV Midland Three, LLC is the owner of Tract 4. *See* Midland County Clerk, Instrument No. 2022-25442. The legal description and map for Tract 4 are provided in **Exhibit 4-A and 4-B**.

1.6 The Area has a resident population of less than 200.

1.7 Pursuant to S.B. 2038, effective September 1, 2023, codified in Texas Local Government Code Chapter 42, Subsection D, Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction (the "Code"), no exceptions apply which would prohibit the Entities' tracts from being eligible for release from the City's ETJ.

1.8 The signature of Paul Beaullieu on behalf of the Entities therefore constitutes compliance with Section 42.101 of the Code.

II. PETITION

2.1 The undersigned Entities, acting pursuant to the provisions of Subsection 42.102(b), Texas Local Government Code, petition the City for the release of the Area described in **Exhibits 1-4**, a copy of which is attached hereto and incorporated herein, from the City's ETJ. The person signing this petition on behalf of the Entities is authorized to sign on behalf of the Entities. The Area is currently located within the City's ETJ and is not located in an area described by Section 42.101, Texas Local Government Code; therefore, the Area is eligible for release from the City's ETJ pursuant to Section 42.102(b), Texas Local Government Code. The undersigned are the sole owners of the Area and hold title to the Area, as indicated by the tax rolls of the Midland County central appraisal district. *See* **Exhibit 5**, attached and incorporated herein for all intents and purposes. Pursuant to Subsections 42.105(c) and (d), Texas Local Government Code, (a) the City shall immediately release the Area from the City's ETJ; and (b) if the City fails to take action to release the Area from the City's ETJ by the later of the 45th day after the date the City receives this Petition for ETJ Release or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this Petition for ETJ Release, the Area is released from the City's ETJ by operation of law.

[SIGNATURE PAGES TO FOLLOW]

The undersigned owner of Tract 1, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

Permian Lodging Midland LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of Permian Lodging Midland LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

(Notary Seal)

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 2, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland One, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland One, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal)

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 3, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland Two, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland Two, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal) NICOLE JOHNSON Notary Public State of Louisiana Notary ID # 139074 Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 4, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland Three, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland Three, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal)

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

Exhibit 1-A

62.302 Acre Tract – Tract 1

WRITTEN DESCRIPTION

BEING AN 62.302 ACRE TRACT OF LAND SITUATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS. SAID 62.302 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 62.302 ACRE TRACT. SAID FOUND 1/2" IRON ROD BEING CALLED THE POINT OF BEGINNING AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), STATE PLANE COORDINATE OF N: 10684723.82, E: 1763895.26 FEET, FOR REFERENCE.

THENCE N 75°43'47" E, A DISTANCE OF 1216.49 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID 62.302 ACRE TRACT;

THENCE S 13°56'10" E, A DISTANCE OF 1337.50 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID 62.302 ACRE TRACT;

THENCE S 75°14'11" W, A DISTANCE OF 803.13 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 75°24'08" W, A DISTANCE OF 1120.01 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 16°14'32" E, A DISTANCE OF 229.52 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 75°14'35" W, PASSING A FOUND 1/2" IRON ROD AT A DISTANCE OF 615.45 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 681.64 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID 62.302 ACRE TRACT, FROM WHICH A 100D NAIL FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 13°23'21" E, A DISTANCE OF1796.53 FEET (TIE);

THENCE N 14°16'51" W, A DISTANCE OF 900.52 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR CORNER FROM WHICH A FOUND 3/8" CAPPED IRON ROD "SCHUMANN MIDLAND" BEARS S 80°28'46" E, A DISTANCE OF 6.97 FEET (TIE);

THENCE N 75°13'32" E, PASSING A FOUND 5/8" DISTURBED IRON ROD AT A DISTANCE OF 1067.93 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1394.46 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE N 14°47'28" W, A DISTANCE OF 673.22 FEET TO THE POINT OF BEGINNING, CONTAINING 62.302 ACRES OR 2,713,887 SQUARE FEET OF LAND, MORE OR LESS.

Exhibit 1-B

Map of Tract 1:

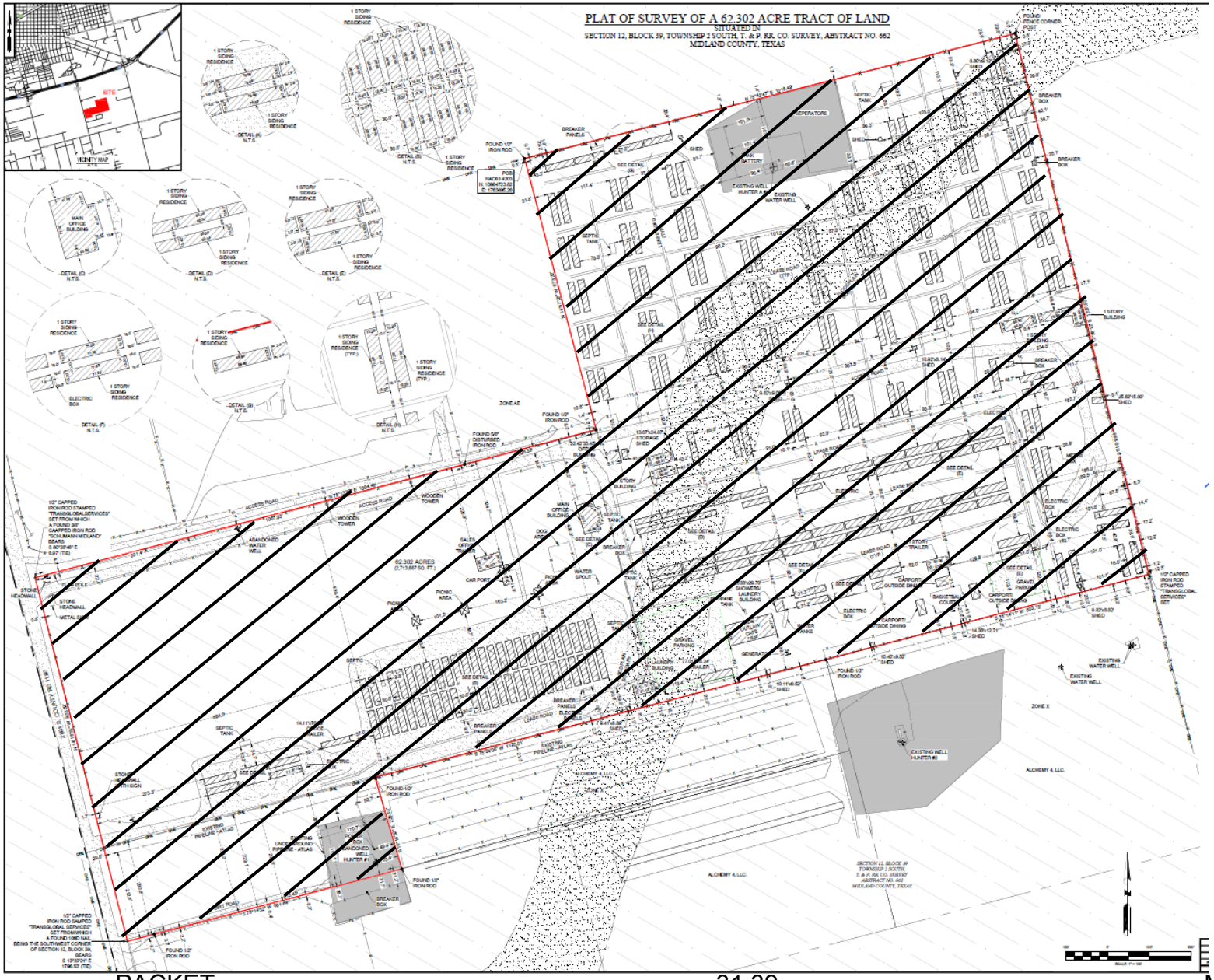


Exhibit 2-A

7.85 Acre Tract - Tract 2

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 7.85 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 7.85 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHEAST CORNER OF SAID 7.85 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 14°44'13" E A DISTANCE OF 1359.00 FEET AND BEARS S 75°15'47" W A DISTANCE OF 1836.81 FEET;

THENCE: S 75°14'24" W A DISTANCE OF 1798.04 FEET, TO A CALCULATED POINT FOR CORNER OF SAID 7.85 ACRE TRACT IN THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 1180;

THENCE: N 14°16'51" W A DISTANCE OF 30.73 FEET, TO A CALCULATED POINT FOR CORNER OF SAID 7.85 ACRE TRACT IN THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 1180;

THENCE: N 75°14'24" E A DISTANCE OF 1092.83 FEET, TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID 7.85 ACRE TRACT;

THENCE: N 14°13'26" W A DISTANCE OF 407.13 FEET, TO AN 1/2" IRON ROD, FOUND AT THE NORTHWEST CORNER OF SAID 7.85 ACRE TRACT;

THENCE: N 75°13'26" E A DISTANCE OF 702.02 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 7.85 ACRE TRACT;

THENCE: S 14°38'43" E A DISTANCE OF 438.04 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 7.85 ACRES MORE OR LESS.

Exhibit 2-B

Map of Tract 2:

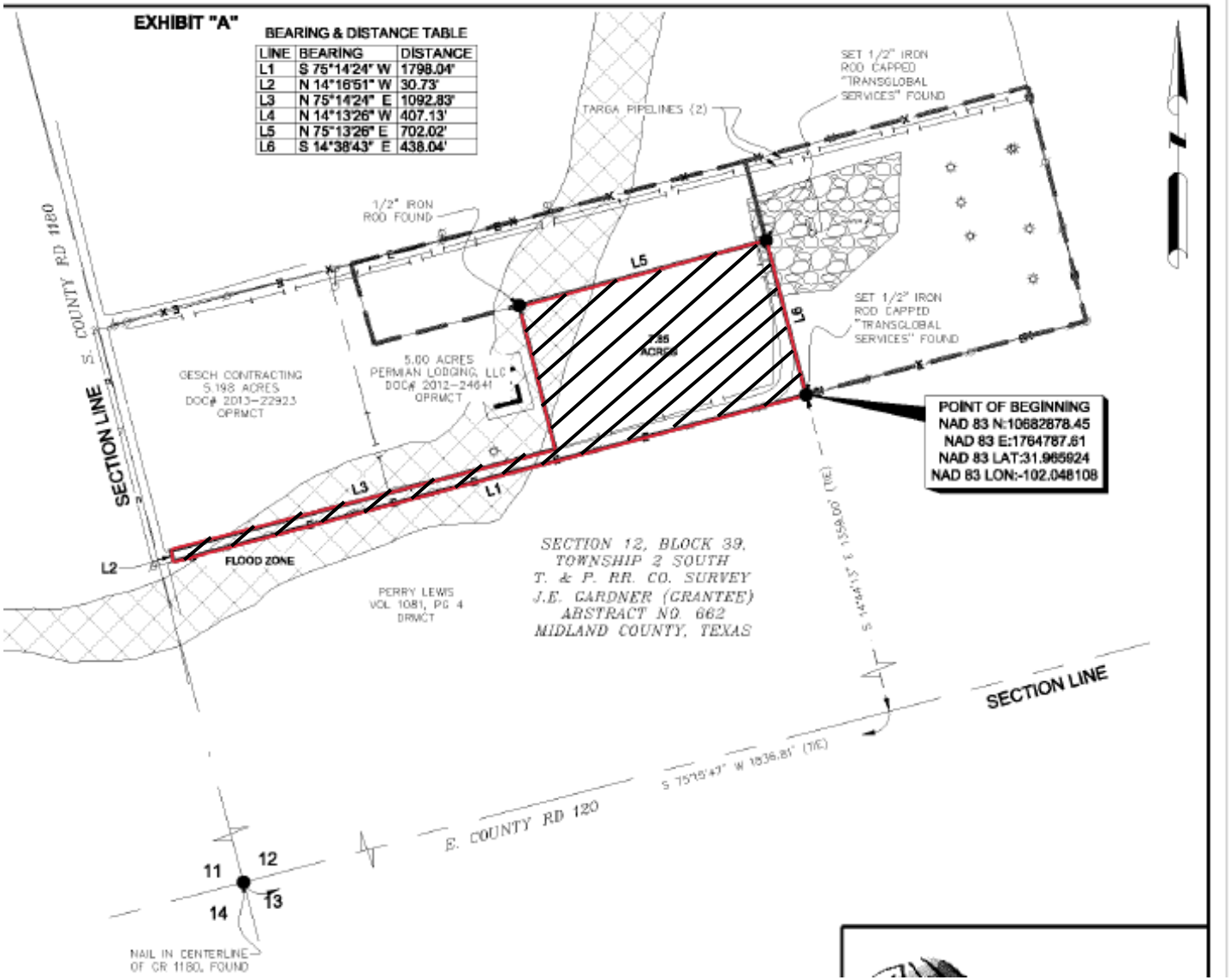


Exhibit 3-A

5.84 Acre Tract - Tract 3

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 5.84 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 5.84 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHWEST CORNER OF SAID 5.84 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 75°14'22" W A DISTANCE OF 724.62 FEET AND BEARS S 14°45'38" E A DISTANCE OF 1795.98 FEET;

THENCE: N 16°14'17" W A DISTANCE OF 229.52 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHWEST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: N 75°24'08" E A DISTANCE OF 1120.01 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: S 14°38'43" E A DISTANCE OF 225.96 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE SOUTHEAST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: S 75°13'26" W A DISTANCE OF 1113.63 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 5.84 ACRES MORE OR LESS.

Exhibit 3-B

Map of Tract 3:

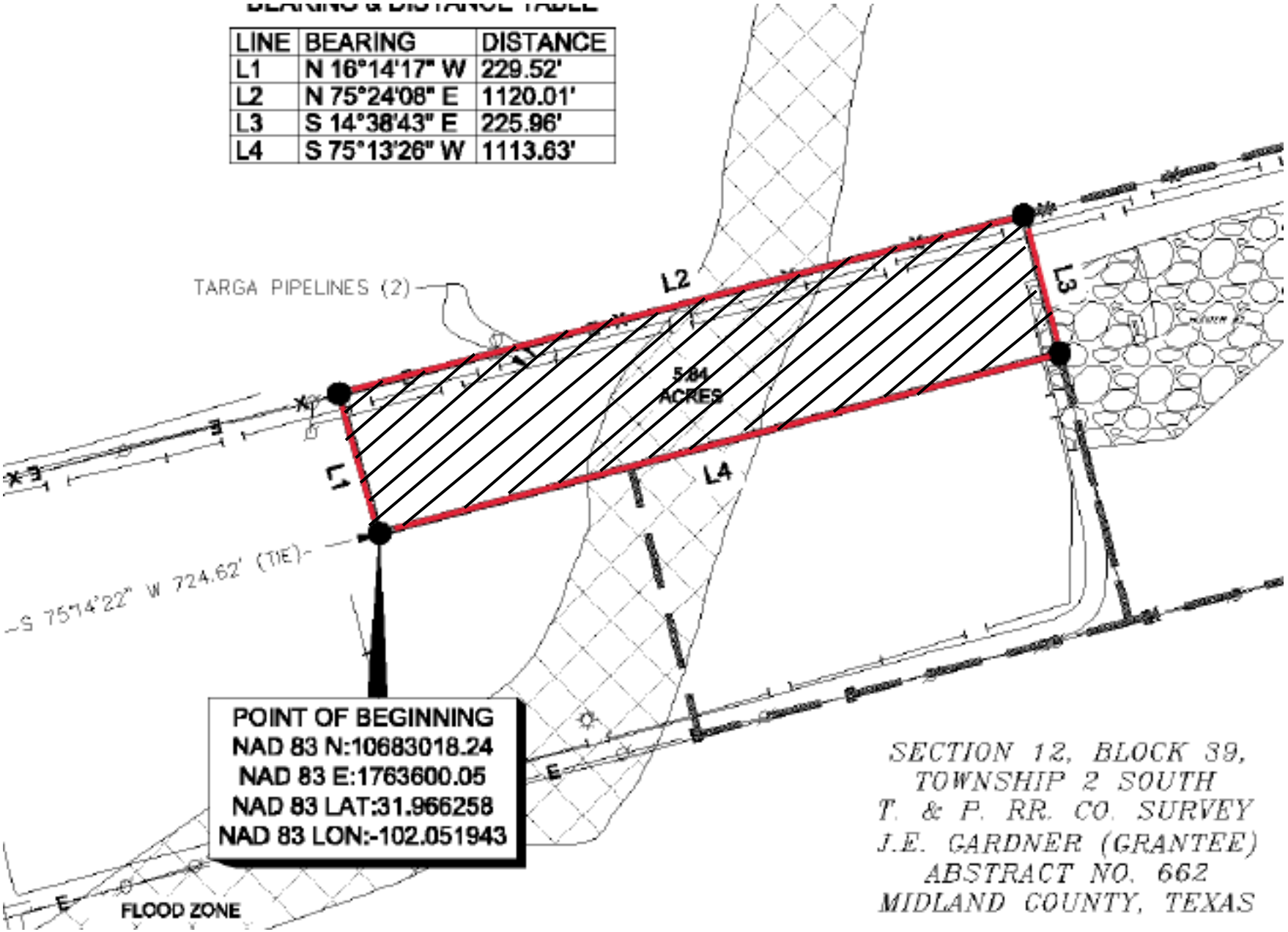


Exhibit 4-A

12.19 Acre Tract – Tract 4

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 12.19 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 12.19 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHWEST CORNER OF SAID 12.19 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 14°44'13" E A DISTANCE OF 1359.00 FEET AND BEARS S 75°15'47" W A DISTANCE OF 1836.81 FEET;

THENCE: N 14°38'43" W A DISTANCE OF 664.00 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHWEST CORNER OF SAID 12.19 ACRE TRACT;

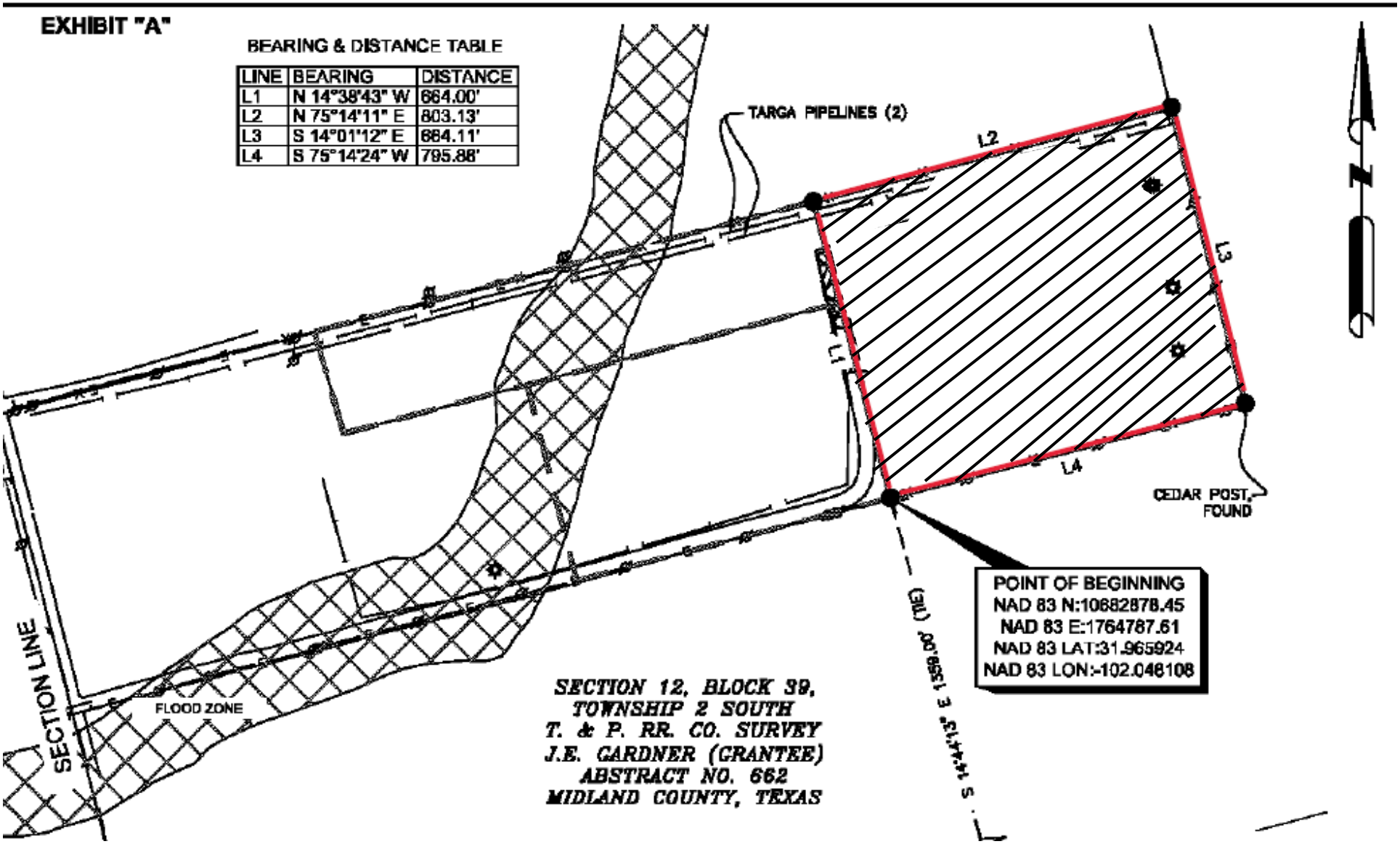
THENCE: N 75°14'11" E A DISTANCE OF 803.13 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 12.19 ACRE TRACT;

THENCE: S 14°01'12" E A DISTANCE OF 664.11 FEET, TO A CEDAR POST, FOUND AT THE SOUTHEAST CORNER OF SAID 12.19 ACRE TRACT;

THENCE: S 75°14'24" W A DISTANCE OF 795.88 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 12.19 ACRES MORE OR LESS.

Exhibit 4-B

Map of Tract 4



MIDLAND CENTRAL APPRAISAL DISTRICT

Home Return to Search Print

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227164 Geo ID: 00003920.012.6270

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND ONE LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 7.850, 7.85 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$950,230	$0	$0	$0	$0	$0
Land	+	$70,650	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$1,020,880	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$1,020,880	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $950,230*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
1	COMM	COMM BLDG	2018	1,600	160
2	CNPY	CANOPY	2018	750	110
3	CP	CARPORT	2018	700	110
4	CP	CARPORT	2018	700	110
5	CP	CARPORT	2018	700	110
6	CP	CARPORT	2018	700	110
7	CP	CARPORT	2018	142,800	1,514
8	MHS	MH SPACE(S)		124	250

Land Details *Market Value: $70,650* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	7.850	341,946	0	0		70,650	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25439

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	1,020,880	$0.12043	0.0012043	$1,229.45
CUD	MIDLAND COUNTY UTILITY DIST	1,020,880	$0.029446	0.00029446	$300.61
HOS	MIDLAND HOSPITAL	1,020,880	$0.07312	0.0007312	$746.47
RDC	MIDLAND COLLEGE	1,020,880	$0.07741	0.0007741	$790.26
SCM	MIDLAND ISD	1,020,880	$0.877	0.00877	$8,953.12
	Total Estimation		**$1.177406**	**0.01177406**	**$12,019.91**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

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Southwest Data Solutions is not responsible for any errors or omissions.

MIDLAND CENTRAL APPRAISAL DISTRICT

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227165 Geo ID: 00003920.012.6280

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND TWO LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 5.840, 5.840 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$320,000	$0	$0	$0	$0	$0
Land	+	$52,560	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$372,560	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$372,560	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $320,000*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
1	MHS	MH SPACE(S)		80	162

Land Details *Market Value: $52,560* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	5.840	254,390	0	0		52,560	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25443

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	372,560	$0.12043	0.0012043	$448.67
CUD	MIDLAND COUNTY UTILITY DIST	372,560	$0.029446	0.00029446	$109.70
HOS	MIDLAND HOSPITAL	372,560	$0.07312	0.0007312	$272.42
RDC	MIDLAND COLLEGE	372,560	$0.07741	0.0007741	$288.40
SCM	MIDLAND ISD	372,560	$0.877	0.00877	$3,267.35
	Total Estimation		**$1.177406**	**0.01177406**	**$4,386.54**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

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Southwest Data Solutions is not responsible for any errors or omissions.

MIDLAND CENTRAL APPRAISAL DISTRICT

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227166 Geo ID: 00003920.012.6290

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND THREE LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 12.190, 12.19 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$0	$0	$0	$0	$0	$0
Land	+	$109,710	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$109,710	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$109,710	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $0*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage

Land Details *Market Value: $109,710* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	12.190	530,996	0	0		109,710	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25442

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	109,710	$0.12043	0.0012043	$132.12
CUD	MIDLAND COUNTY UTILITY DIST	109,710	$0.029446	0.00029446	$32.31
HOS	MIDLAND HOSPITAL	109,710	$0.07312	0.0007312	$80.22
RDC	MIDLAND COLLEGE	109,710	$0.07741	0.0007741	$84.93
SCM	MIDLAND ISD	109,710	$0.877	0.00877	$962.16
	Total Estimation		**$1.177406**	**0.01177406**	**$1,291.74**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

Southwest Data Solutions provides this information "as is" without warranty of any kind.
Southwest Data Solutions is not responsible for any errors or omissions.

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

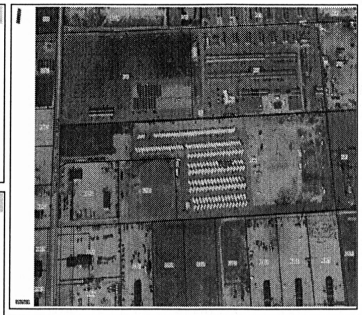
Property ID : R000005446 Geo ID : 00003920.012.6220 1/1

Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012



Legal Information

LEGAL: 3.57 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662
SITUS: 1317 E COUNTY RD 00117
ACRES:3.300

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
6/21/18	D-19			2018-17793	6/21/18		++++++	RV MIDLAND ONE LLC	PERMIAN LODGING INC
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING LLC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	3.300 AC/143,748 SF	15,000.0		9,000.00	ADJ(-),	-40%	-19,800	N	29,700	F2						
									=======							======
									29,700							0

Comments

**NOTES: ** PERMIAN LODGING - MIDLAND LODGE **

	2024	Ptd	Change +/-	Prior	2023	Ptd
Land Non Homesite +	29,700	F1	-2,430	32,130		F1
Total Market =	29,700		-2,430	32,130		
Assessed =	29,700		-2,430	32,130		

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	29,700	.1204300		35.77
SCM MIDLAND ISD	0	29,700	.8770000		260.47
RDC MIDLAND COLLEGE	0	29,700	.0774100		22.99
HOS MIDLAND HOSPITAL	0	29,700	.0731200		21.72
CUD MIDLAND COUNTY UTILITY DIST	0	29,700	.0294460		8.75
** ESTIMATED TOTAL					=======
					349.70

Nbh Coding
B13
D02
CUD
MULTI
RD
MC21
EXTCOMM22

Misc Coding
MANCAMP
STA21

User PERVIN Print Date 2/16/2024 10:36:25 AM Property ID : R000005446 Geo ID : 00003920.012.6220 Quick Link :

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

Property ID : R000005450 Geo ID : 00003920.012.7100

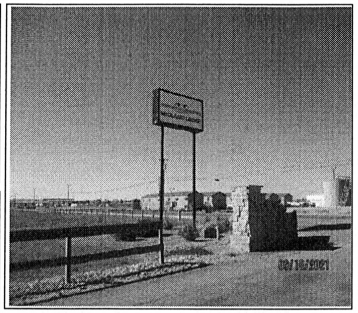
Ownership

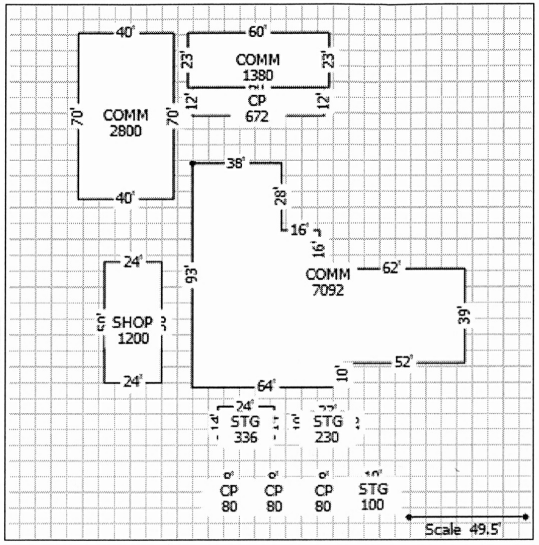
PERMIAN LODGING MIDLAND LLC

1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180 A
ACRES:20.500
XREF:M205134,M205874,M205136 +

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING INC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	S-S			2012-23998	11/2/12	950,000	++++++	RALPHS REAL ESTATE	BOYD FOY W JR

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	CCM02

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd		Value
COMM-COMM BLDG	N		FRDL	7,092	105.34	747,071	0	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	149,414
STG-STG BLDG	N	1975/NA	*STGF	100	15.12	1,512	0 8	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	302
STG-STG BLDG	N	1975/NA	*STGM	230	9.34	2,148	0 8	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	430
CP-CARPORT	N	1983/NA	*CPM1	672	12.87	8,649	0 9	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	1,730
SHOP-SHOP	N	1983/NA	*FWSL	1,200	32.97	39,564	0 6	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	7,913
STG-STG BLDG	N	2000/NA	*STGF	336	15.12	5,080	0 8	-79%		0%	0%	0%	100%	0%	-79.0%	E2	*	1,067
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
COMM-COMM BLDG	N	1975/NA	*FWSL	1,380	32.97	45,499	0 6	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	9,100
COMM-COMM BLDG	N	2018/NA	*FOSL	2,800	79.68	223,104	0 6	-11%		0%	0%	0%	100%	0%	-11.0%	E2	*	198,563
				14,050		1,075,741	0											370,886

CSF IMPR: 52.296

Feature Code	Cpsf / Value
1.0-BATHS	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.500 AC/892,980 SF	15,000.0		15,000.00		0%		N	307,500	F1						
									307,500							0

Comments

**NOTES: ** PERMIAN LODGING - MIDLAND LODGE **

	2024	Ptd	Change +/-	Prior 2023	Ptd
Impr Non Homesite +	2,727,750	F1	0	2,727,750	F1
Land Non Homesite +	307,500	F1	0	307,500	F1
Total Market =	3,035,250		0	3,035,250	
Assessed =	3,035,250		0	3,035,250	

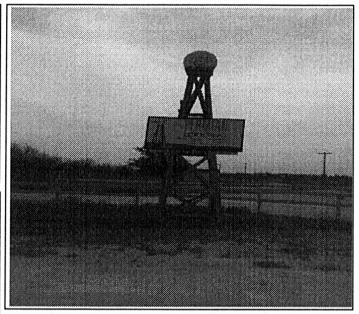
Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	3,035,250	.1204300		3,655.35
SCM MIDLAND ISD	0	3,035,250	.8770000		26,619.14
RDC MIDLAND COLLEGE	0	3,035,250	.0774100		2,349.59
HOS MIDLAND HOSPITAL	0	3,035,250	.0731200		2,219.37
CUD MIDLAND COUNTY UTILITY DIST	0	3,035,250	.0294460		893.76
** ESTIMATED TOTAL					35,737.21

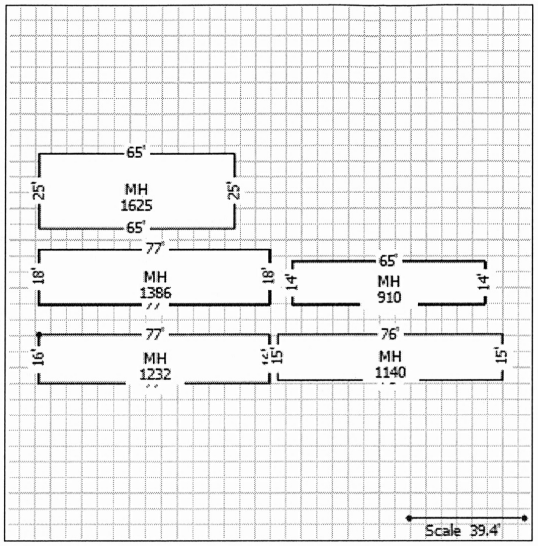
Nbh Coding
B13
CUD
RVS
MULTI
MC21
EXTCOMM22

Misc Coding
MANCAMP
STA21

User PERVIN Print Date 2/16/2024 10:36:48 AM Property ID : R000005450 Geo ID : 00003920.012.7100 Quick Link :

Ownership	Exemptions/Deed
PERMIAN LODGING MIDLAND LLC 1 FLAGG PLACE LAFAYETTE, LA 70508	INST: 2012-24641 DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180 A
ACRES:20.500
XREF:M205134,M205874,M205136 +

UNCERTIFIED

Appraisal Coding			
Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING INC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	S-S			2012-23998	11/2/12	950,000	++++++	RALPHS REAL ESTATE	BOYD FOY W JR

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	CCM02

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCD1	1,140	26.00	29,640	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	23,119
MH-MOBILE HOME	N	2015/NA	*MCD1	1,140	26.00	29,640	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	23,119
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
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MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
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MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
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MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
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MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	12,067
MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	12,067

Feature Code	Cpsf / Value

MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%	0%	0%	0%	100%	0%	-22.0%	*	12,067

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

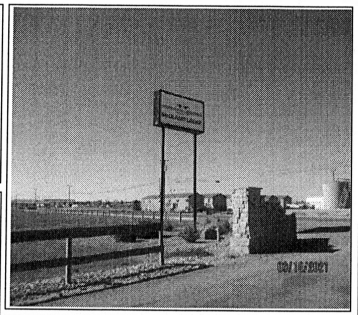
Property ID : R000005451 Geo ID : 00003920.012.7150

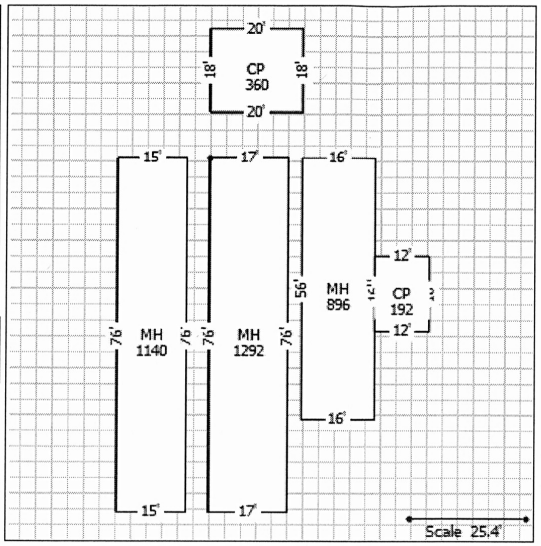
Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180
ACRES:20.000
XREF:M2786

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	D-13			2012-23998	11/2/12		++++++	RALPHS REAL ESTATE	BOYD FOY
12/17/79		0671	0574		12/17/79		++++++		

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCS1	896	17.00	15,232	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	12,338
CP-CARPORT	N	20106/NA	*CPM1	192	12.87	2,471	0 9	0%		0%	0%	0%	100%	0%	0.0%	*	2,471
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
				30,400		570,132	0										463,203

CSF IMPR: 358.516

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.000 AC/871,200 SF	15,000.0		15,000.00		0%		N	300,000	F1						
									300,000							0

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

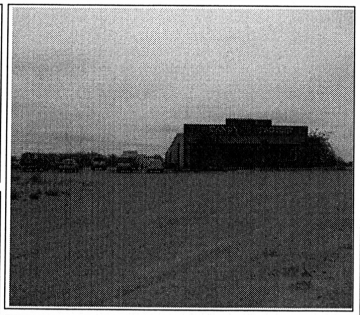
Property ID : R000005451 Geo ID : 00003920.012.7150 2/2

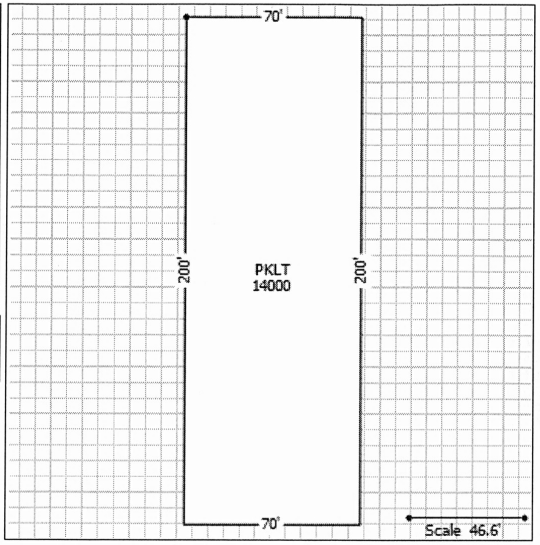
Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180
ACRES:20.000
XREF:M2786

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	D-13			2012-23998	11/2/12		++++++	RALPHS REAL ESTATE	BOYD FOY
12/17/79		0671	0574		12/17/79		++++++		

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
PKLT-PARKING LT	N	2016/NA	BT	14,000	3.25	45,500	0		0%	0%	0%	0%	100%	0%	0.0%	F1	45,500
				14,000		45,500	0										45,500

CSF IMPR: 3.25

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd	Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.000 AC/871,200 SF	15,000.0		15,000.00		0%		N	300,000	F1							0
									300,000								

Comments

**NOTES: ** PERMIAN LODGING - MIDLAND LODGE ** ADD BT PKLT 2016 FWD;

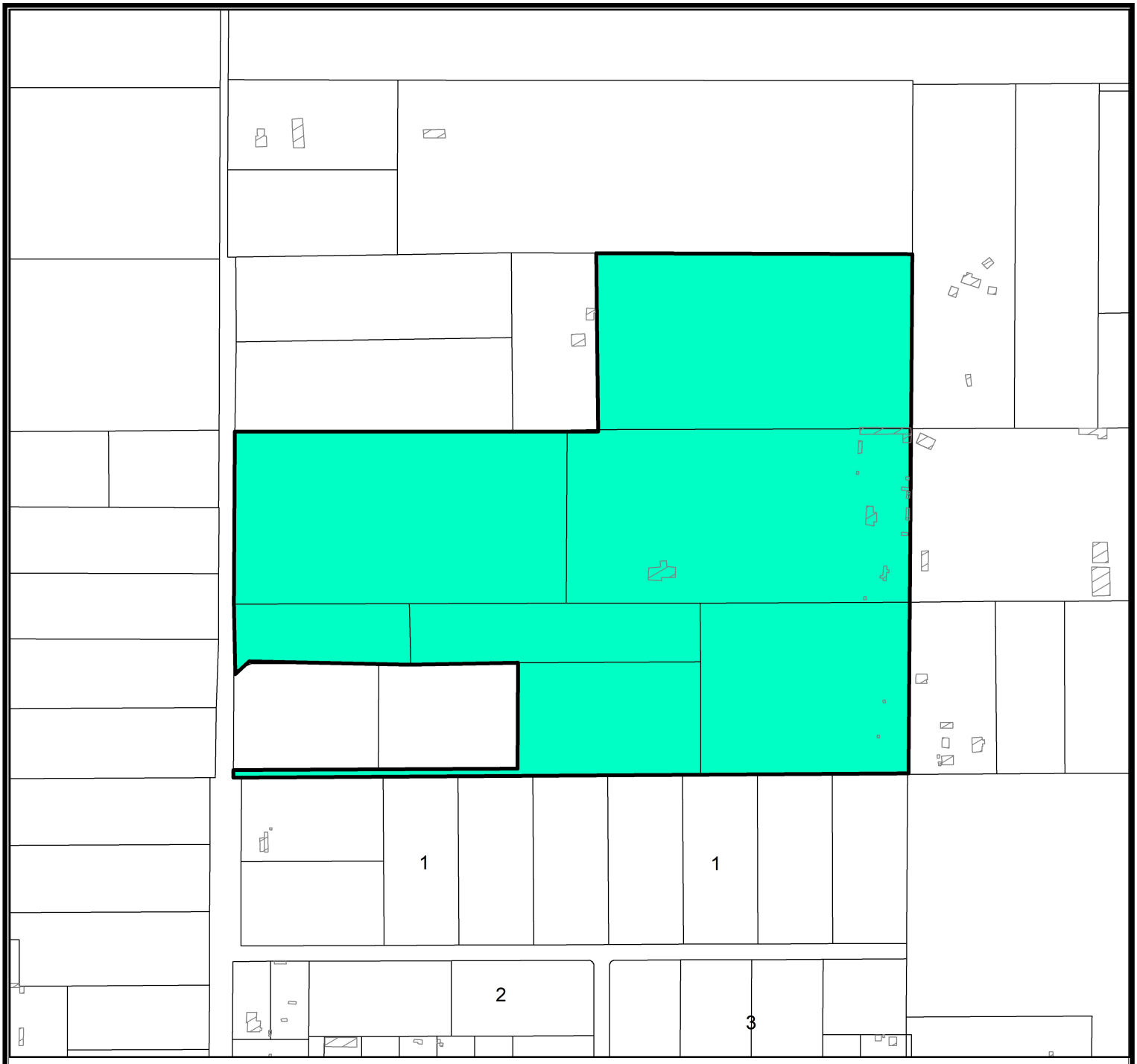
	2024	Ptd	Change +/-	Prior 2023	Ptd
Impr Non Homesite +	520,060	F1	0	520,060	F1
Land Non Homesite +	300,000	F1	0	300,000	F1
Total Market =	820,060		0	820,060	
Assessed =	820,060		0	820,060	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	820,060	.1204300		987.60
SCM MIDLAND ISD	0	820,060	.8770000		7,191.93
RDC MIDLAND COLLEGE	0	820,060	.0774100		634.81
HOS MIDLAND HOSPITAL	0	820,060	.0731200		599.63
CUD MIDLAND COUNTY UTILITY DIST	0	820,060	.0294460		241.47
** ESTIMATED TOTAL					9,655.44

Nbh Coding
AGU
B13
D02
CUD
MULTI
MC21
EXTCOMM22

Misc Coding
LND 1
MANCAMP
STA21

User PERVIN Print Date 2/16/2024 10:37:10 AM Property ID : R000005451 Geo ID : 00003920.012.7150 Quick Link :



Location Map

An ordinance releasing from the City of Midland's Extraterritorial Jurisdiction a 62.302-acre tract of land, a 7.85-acre tract of land, a 5.84-acre tract of land, and a 12.19-acre tract of land, all out of Section 12, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the east side of South County Road 1180, approximately 730 feet north of East County road 119. (Extraterritorial Jurisdiction)

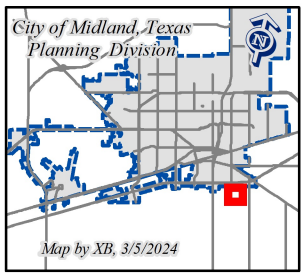
LEGEND

CITY LIMITS

PARCEL

PRIVATE BLDGS

Scale: 1" = 600'



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

March 19, 2024


1
1

City Council Meeting

Item Number: 32

Meeting Date: March 19, 2024

To: City Council / City Manager

From: Elizabeth Triggs, Director

Subject: DISCUSS AND TAKE ACTION ON OPPORTUNITIES TO SUPPORT THE EXPANSION OF PUBLIC RECREATIONAL FACILITIES WITHIN THE CITY OF MIDLAND TO ENHANCE THE QUALITY OF LIFE AND PLACE FOR THE COMMUNITY (DISTRICT: NONE) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Discuss and take action on opportunities to support the expansion of public recreational facilities within the City of Midland to enhance the quality of life and place for the community.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

N/A

Strategic Priority:

(Quality of Life and Place)

Discussion:

This item provides an opportunity for dialogue and action regarding the expansion of public recreational spaces within the City of Midland in alignment with the strategic priority of quality of life and place.

Morris Williams Jr.

City Manager's Office

Date: March 12, 2024

To: The Honorable Mayor Blong and Council

From: Vanessa Magallanes, Chief Deputy City Secretary

Subject: Annual Recruitment Applications

Dear Council, included with this memo are the applications received for the vacancy on the Citizens Development Hotel/Motel Advisory Board.

Citizens Development Hotel/Motel Advisory Board:

1 – Vacancy (Hailey)

- **Joy Maraio**
- **Shonna Garcia**
- **Kelly Stout**

I have also attached the Main Board List and would like to see if you all would like to appoint someone from Council as the Council Liaison for the following Boards that Councilman Corrales was a part of:

Animal Control Advisory Commission

Building & Fire Code Review Committee/Construction Board of Adjustments & Appeals

Zoning Board of Adjustment & Airport Zoning Board of Adjustment

Midland-Odessa Urban Transit District Board (Regular Voting Member)

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

March 19, 2024

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
Justin Kuethe	09/19	Sept 30 2025	Sept 30 2025
Nick McClure	09/19	Sept 30 2025	Sept 30 2025
James Linderman	04/22	Sept 30 2025	Sept 30 2028
Frank Kisner	09/22	Sept 30 2025	Sept 30 2028
Brandon Patterson	09/22	Sept 30 2025	Sept 30 2028
Gena Linebarger	09/20	Sept 30 2026	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2026	Sept 30 2026
John Echols	09/23	Sept 30 2026	Sept 30 2029
Samuel Jolliffe V.	09/23	Sept 30 2026	Sept 30 2029

Justine Ruff (Liaison)
Robin Poole (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

Eligibility Requirements: Resident of Midland County

ANIMAL CONTROL ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Melissa Griffin-Hobson (daily operations)	08/23	Sept 30 2025	Does Not Expire
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Does Not Expire
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028
Dianne Anderson (County)	11/23	Sept 30 2027	Does Not Expire
Alyson Dial	09/18	Sept 30 2026	Sept 30 2026
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030

Melissa Griffin-Hobson (Staff Liaison)
Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 3 Citizens

BARBARA AND GEORGE H.W. BUSH CONVENTION CENTER ADVISORY BOARD

(Advisory)

(Membership-7; City Appoints 4 Seats; Terms – 3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Kevin Nelson	09/23	Sept 30 2024	Sept 30 2027
Randall Milloy	09/23	Sept 30 2025	Sept 30 2028
Tucker Schneemann	09/23	Sept 30 2025	Sept 30 2028
Dillon Custer	09/23	Sept 30 2026	Sept 30 2029

Robin Poole (Council Liaison)

Non-voting Ex-Officio member is the City Governance Officer/City Secretary.

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Decision Making)

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	Appt Date	Term Expires	Eligibility Expires
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Dean Kelly (Plumbing & Mechanical Contractor)	04/22	Sept 30 2028	Sept 30 2034
Kenneth Whiting (Fire Protection)	04/22	Sept 30 2028	Sept 30 2034
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030

Dan Corrales (Council Liaison)

Eligibility Requirements: Members shall reside within the City.

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)
(Membership – 7)
A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	Appt Date
Carl Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
Brian Sales	06/18
Kerry Koehler	09/23
Gabriel McClelland (Staff Liaison)	09/23
Bill Scott	09/22
Robin Poole (Council Liaison)	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)
(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Brandon Ofield	09/20	Sept 30 2024	Sept 30 2024
Ankur Bhakta	09/22	Sept 30 2024	Sept 30 2026
Cole Harrison	09/22	Sept 30 2024	Sept 30 2026
Reggie Lawrence	09/22	Sept 30 2024	Sept 30 2026
Clint Williamson	04/21*	Sept 30 2025	Sept 30 2025
VACANT (Hailey)	09/21	Sept 30 2025	Sept 30 2025
Heather Bredimus	09/23	Sept 30 2025	Sept 30 2027

Marcia Bentley-German (Staff Liaison)
Robin Poole (Council Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, “Municipal Hotel Occupancy Taxes”, 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

(Separate Legal Entity)
Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2026

MIDLAND DEVELOPMENT CORPORATION

(Decision Making/Separate Legal Entity)
(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2025	Jan 14 2025
Barry Simpson	01/19	Jan 14 2025	Jan 14 2025
Brad Bullock	04/21*	Jan 14 2026	Jan 14 2029
P Lourcey Sams	04/20*	Jan 14 2026	Jan 14 2026
Jill Pennington	04/20*	Jan 14 2026	Jan 14 2026
Zachary Deck	01/23	Jan 14 2026	Jan 14 2029
Elvie Brown	10/23*	Jan 14 2025	Jan 14 2030

Vanessa Magallanes (Staff Liaison)
Amy Stretcher-Burkes (Council Liaison)
Lori Blong – Mayor (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Separate Legal Entity)
(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)
(Resolution of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

	Appt Date	Term Expires	Eligibility Expires
Barry Beal Jr. (Traci Proctor 2/24)	08/18	Sep 30 2024	Sep 30 2024
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2028
Elvie Brown	02/23	Sep 30 2026	Sep 30 2029

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Steve Jones	**09/08***	**Jan 1 2010**	**Jan 1 2012**
Cathy Oestmann	**11/05***	**Jan 1 2010**	**Jan 1 2010**
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2009**	
Curt Kamradt	**11/05***	**Jan 1 2014**	**Jan 1 2014**

Sharla Hotchkiss (Liaison)

MIDLAND HOUSING AUTHORITY COMMISSION

(Separate Legal Entity)
(Membership - 5; Terms - 2 Years expiring 3 even & 2 odd.)
Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Wes Gotcher	09/20	Oct 2024
Latoya Mayberry	06/21	Oct 2025
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2025
Michelle Evans	10/23	Oct 2025
Neville Peyton	10/23	Oct 2025

Isaac Garnett (Staff Liaison)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making/Separate Legal Entity)
(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	Appt Date	Term Expires	Eligibility Expires
Don “Woody” Woodward	09/22	Sept 30 2024	Sept 30 2028
VACANT (Corrales)	09/22	Sept 30 2024	Sept 30 2028
Robert Crites	10/22	Sept 30 2024	Sept 30 2028
Joseph Sanchez	12/19*	Sept 30 2027	Sept 30 2027
Daniel Norwood	04/21*	Sept 30 2029	Sept 30 2029
Randall Milloy	10/23	Sept 30 2025	Sept 30 2027

Taha Sakrani (Staff Liaison)

MIDLAND SPACEPORT DEVELOPMENT CORPORATION

(Decision Making)
(Membership – 7 with 4 appointed by City of Midland & 3 by Midland County; 2 Year-Terms)

	Appt Date	Term Expires
Frank Kisner (City)	04/23	Sept 30 2025
Judge Terry Johnson (County)	04/23	Sept 30 2025
Luis Sanchez (County)	04/23	Sept 30 2025
Ed Anderson (County)	04/23	Sept 30 2025
John Trischitti III (City)	11/23	Sept 30 2025
Claudius Sanchez Czyzewska (City)	11/23	Sept 30 2025
David Tryson (City)	11/23	Sept 30 2025

Justine Ruff (Staff Liaison)

OIL AND GAS ADVISORY COMMITTEE

(Advisory)
(Membership – 5; Terms – 3 Years expiring 2-2-1)
2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	Appt Date	Term Expires	Eligibility Expires
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2027
Cameron Willmann (Real Estate)	10/21*	Sept 30 2024	Sept 30 2027
Scott Bowden (Real Estate)	10/19	Sept 30 2025	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2025	Sept 30 2025
Layton Hargesheimer	10/23	Sept 30 2026	Sept 30 2029

Ron Jenkins (Staff Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
Shirley Howard	02/16*	Sept 30 2024	Sept 30 2024
Laura Smith	10/19	Sept 30 2025	Sept 30 2025
Amber Voithorer	09/22	Sept 30 2025	Sept 30 2028
Rachel Overman	09/22	Sept 30 2025	Sept 30 2028
Sarah Judge	09/22	Sept 30 2025	Sept 30 2028
Lynn Rogers	09/22	Sept 30 2025	Sept 30 2028
Susannah Prucka	04/20*	Sept 30 2026	Sept 30 2026
Dal Watson	09/20	Sept 30 2026	Sept 30 2026
Andra Jones	09/23	Sept 30 2026	Sept 30 2029

Laurie Williams (Staff Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)

(Separate Legal Entity)
(Membership 9 - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Derek Cook (City)	06/21	June 2025
Mickey Cargile (City)	09/23	June 2025

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
Hugh A. “Andy” Shaffer	09/05
Lori Blong	01/23

Mark Widman (Staff Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Adrian Carrasco	09/21	Sept 30 2024	Sept 30 2027
Emily Holeva	09/22	Sept 30 2025	Sept 30 2028
Abraham Bejil	09/22	Sept 30 2025	Sept 30 2028
Steven Villela	05/23*	Sept 30 2026	Sept 30 2029
Lucy Sisniega	09/20	Sept 30 2026	Sept 30 2026
John Burkholder	10/23	Sept 30 2026	Sept 30 2029
Brennan Berry	10/23	Sept 30 2026	Sept 30 2029
ALTERNATES:			
Sallie Vega	09/22	Sept 30 2025	Sept 30 2028
Joshua Sparks	10/23	Sept 30 2026	Sept 30 2029

Xavier Bauguess (Staff Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	Appt Date	Term Expires	Eligibility Expires
Reed Claybrook	03/19*	Sept 30 2024	Sept 30 2024
James Gerety	10/22	Sept 30 2024	Sept 30 2026
Rachel Walker	10/23	Sept 30 2025	Sept 30 2027
Elizabeth Moore	10/23	Sept 30 2025	Sept 30 2027
Robert Gray	01/21*	Sept 30 2027	Sept 30 2027

ALTERNATES: (not applicable to Airport Zoning)

VACANT (Schumann)	Sept 30 2025
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**

Jeff Pinkstaff (Staff Liaison)

****Updated: February 27, 2024****

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: March 1, 2024

Name: Joy Maraio

Phone: 432-3527777 (Home)

(Business)

Address: 1400 Princeton Ave

Email: joymaraio@yahoo.com

Midland TX 79701

(City) (State) (Zip)

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☑ yes ☐ no

I have lived in Midland 23 years.

Occupation: Director of Marketing for the MCHS.

Professional and/or Community Activities:

I have served on the City of Midland Beutification Committee and also was the chair of the community advisory committee for the Midland Center.

What is your personal vision for the City?

To increase downtown beautification and development to create a more robust urbanization of Midland.

Please specify any time constraints you may have.

I work full time but can schedule professional meetings such as attending Advisory Board meetings.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development Hotel/Motel Advisory Board.

Please tell us why you are interested in serving on this board or commission.

During the last two decades, I have been actively involved in promoting development in Midland and wish continue to do so by serving on the Hotel/Motel Advisory Board.

What contribution would you most like to make?

Extensive experience in community engagement and public relations. As well, I worked for the City of Calgary in Canada as an Information Officer.

Additional pertinent information or references:

I have been working at Midland Community Healthcare Services and had the pleasure of meeting with several staff members of the City of Midland.

(2) Name of Board/Commission: Citizens Development Hotel / Hotel Advisory Board

What contribution would you most like to make?

I am confident to be a pro-active member of the Board to hopefully fulfill my obligations to the City for the benefit of the community.

Additional pertinent information or references:

- Tommy Gonzalez
- Stuart Doreen

} Both gentlemen have met and/or seen my work in development and marketing.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Kelly G. Stout

Address: 2300 Boyd Ave. Midland, Tx 79705

(City) (State) (Zip)

Date: 2/28/2024

Phone: 432.770.5006 (Home)

(Business)

Email: kstout2214@aol.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 50 **years.**

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

Occupation: retired

Professional and/or Community Activities:

Worked at MMH as a Respiratory Therapist, Served 5 years in the USMC. Active in my church and grandchild's school. Chaired a few booths at St. Ann's family fair for many years.

I am on the Board of Directors for Midland Community Health Care Services and Midland County fair.

What is your personal vision for the City?

I would love to see Midland be able to recruit and retain professionals. I would like to see Midland have more family orientated things to do.

Please specify any time constraints you may have.

none at this time.

RCVD 2024 FEB 28 12:35
CITY SECRETARY'S OFFICE

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development Hotel/Motel Advisory Board

Animal Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I started getting interested in the activities of Midland by attending city council meeting's about 2 years ago. I am currently enrolled in Midland 101. My thirst for more knowledge increases the more I learn.

What contribution would you most like to make?
To help Midland grow and thrive.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Kelly Gobert

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

DocuSign Envelope ID: BF6B0B4F-D1F3-4518-8AC7-12F1F955A24D

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 2/28/2024

Name: Shonna Garcia

Phone: 432-559-6110 **(Home)**

Address: 1 LaFayette PL

(Business)

Midland TX 79705

Email: shonna@scgrealestate.net

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 47 **years.**

Occupation: Real Estate

Professional and/or Community Activities:

I have been in the real estate industry since 1997. Currently one of three partners for Maven Real Estate Group I serve on the MHRA and the Archway Outreach Board. I created The Fabulous Women of Midland in 2016; that has now expanded to 5 other Texas counties.It started mostly as an avenure for women to meet other women but with the growth a non profit is selected each mo. to sup

What is your personal vision for the City?

I have loved watching our city grow and expand, Growing up here it is and always will be "Home" i would like the energy to stay strong on growth and creating a place that current Midlanders want to stay in and also creatimg a place new Midlander are excited to call home.In my business I often see the dreaded faces as people arrive, but then enjoy helping them buy their next property becau

Please specify any time constraints you may have.

As long as I know dates a head of time I can usually be present for meetings etc.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Hotel/Motel Board

Please tell us why you are interested in serving on this board or commission.

I think this board aligns well with my profession and passion for helping non profits.

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What contribution would you most like to make?

Knoweldge of Midland, non-propfits, my connections with Midland as whole and women networks

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

DocuSigned by:

D67F629CA62243F...

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application